



County of Los Angeles CHIEF EXECUTIVE OFFICE

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Chief Executive Officer

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Fifth District

March 4, 2008

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, CA 90012

Dear Supervisors:

**DEPARTMENT OF HUMAN RESOURCES: APPROVE THE AGREEMENT WITH
BUCK CONSULTANTS, LLC FOR EMPLOYEE BENEFITS COMMUNICATIONS
CONSULTING SERVICES AND MATERIALS
(ALL DISTRICTS - 3 VOTES)**

IT IS RECOMMENDED THAT YOUR BOARD:

1. Approve and instruct the Chair to sign the attached agreement with Buck Consultants, LLC, (Buck) to provide for employee benefits communications consulting services and materials, for a term of five years, with the contract sum not to exceed \$3,970,692.
2. Authorize the Chief Executive Office (CEO) and the Director of Personnel (DOP) to increase the contract sum up to \$200,000 annually for necessary special projects in support of the County's employee benefits programs. If the option for special projects is exercised, the total contract sum for the five years under this agreement will not exceed \$4,970,692.
3. Authorize the Director of Personnel (DOP) to extend the Agreement for two one-year periods at no increase in cost, and to negotiate and execute, after approval as to form by the County Counsel, appropriate amendments.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The purpose of this recommendation is to obtain Board approval of a successor communication consultant for employee benefit plans to provide technical communication consulting services and printing and fulfillment of materials. Aon Consulting has been the communication consultant for employee benefits programs since 2001. The current contract terminates on April 30, 2008. All work under the contract has been completed. Your Board's approval of the proposed agreement with Buck is necessary to develop and

produce employee benefits communications services and materials for annual and new hire enrollment in the County's four cafeteria benefit plans for represented and non-represented employees. Buck submitted the highest rated proposal based on the specific criteria of the Request for Proposal (RFP).

In addition to the services provided by the current contractor (planning, designing and publishing employee benefit enrollment materials), proposers were asked to develop and implement an innovative strategy to increase County employee involvement and participation in the annual enrollment process. Currently, less than 50% of County employees actively participate in annual enrollment. Buck's proposed strategy was the only innovative and tested "new strategy" submitted by any firm that was designed to increase employee involvement in annual enrollment.

The joint/labor management benefits administration committees for the Coalition of County Unions (Employee Benefits Administration Committee [EBAC]) and SEIU Local 721 (Benefits Administration Committee [BAC]) were represented on the proposal evaluation committee and agreed to consensus scoring. By unanimous recommendation of the evaluation committee, it is recommended that the County enter into the proposed agreement with Buck.

Implementation of Strategic Plan Goals

The recommended action is consistent with the principles of the Countywide Strategic Plan Goal #3: Workforce Excellence: to promote the well-being of employees and their families by effectively communicating the employee benefit programs provided by the County.

FISCAL IMPACT/FINANCING

The cost for developing communication strategies and producing annual and new hire employee benefits enrollment materials for each of the County's cafeteria benefit plans will not exceed \$3,970,692 for the term of the five-year Contract. There is also an annual cap to increase funding by \$200,000 for special projects, if necessary, as authorized by the CEO and DOP. These funds have been historically used to cover the communication costs of unanticipated additional or extended enrollments, new mid-year negotiated benefits, new legal mandates, and changes to the enrollment process. The Contract allows the DOP to execute extensions for up to two additional years at no increase in cost. The cost per year shall not exceed \$937,532 including funding for special projects. If both one-year options to extend the contract are exercised, the total maximum contract sum, including up to \$200,000 annually for special projects, will not exceed \$6,845,756 over the term of the Contract.

The costs for Employee Benefits Communications Consulting Services and Materials are included for in the FY 2007-08 Adopted Budget and will be included in budget requests for subsequent fiscal years. Costs are partially offset by administrative fees paid by

employees participating in the plans. Employees pay these fees through payroll deduction.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The accompanying contract with Buck is for a five-year term effective upon Board approval through February 28, 2013, and may be extended for two one-year terms upon mutual agreement. This contract is subject to specific provisions regarding the production of employee benefits communication services and materials for annual, new hire, and newly eligible enrollments into the County's cafeteria benefit plans for represented and non-represented employees. These include planning, designing, and publishing benefit enrollment materials, spending account claims kits, annual enrollment newsletters, and annual enrollment posters.

The RFP asked for a new, innovative strategy that would overcome the obstacles with the current communication materials that prevent employees from engaging in the annual enrollment process. Buck submitted an enhanced strategy designed for this purpose and was the only proposed vendor that provided for evidence-based research. Elements include:

- Employee research and subsequent detailed strategy through a series of surveys and focus groups (maximum 30 focus groups at 15 locations) to identify factors causing lack of involvement and to test key messages.
- Reduced volume of print materials through the development of "Highlights Brochures" designed to capture the attention of employees and a separate Summary Description Booklet that fulfills legal compliance that are similar to communications materials produced for Employee Retirement Income Security Act (ERISA) plans. This alternative is a commonly well-proven approach used in the private and non-profit sectors.
- Interactive website using the existing benefits enrollment system for personalized and targeted access to communication and training, as well as the ability to help employees make a health plan selection appropriate to their health and economic needs.
- Web-based tutorials and animated online presentations for employees, and customized training for DHR Hotline staff, departmental human resources managers, and union one-on-one enrollers.
- On-line decision support tools including out of pocket cost calculator, and health and dependent care Flexible Spending Account (FSA) calculators.

- County quarterly wellness newsletters including targeted messaging, as an alternative to carrier products that are now free but are likely to be charged to the County in the future.

Buck has assigned a qualified and experienced team to this project that has worked together on numerous large public and private sector communications projects. Buck also has a substantial pool of qualified technical, communications, and training staff to provide support to the project. Buck has successfully developed similarly targeted communication strategies and materials for CalPERS, City of Tucson, Jet Propulsion Laboratory, City of Los Angeles Department of Fire and Police Pensions, Northrop Grumman, and Sempra Energy.

Additional services that are project specific may include audio, visual, or other media products, training materials, or other services or products necessary for benefit program support. These services are to be compensated at the Contractor's hourly billing rates, not to exceed \$200,000 annually.

CONTRACTING PROCESS

Buck was selected through a formal solicitation process. The Department of Human Resources (DHR) prepared and released an RFP on October 12, 2007. The following steps were taken by DHR in the RFP solicitation process:

- Mailed RFP notices to 23 known communications consulting firms and interested individuals.
- Contacted the Office of Affirmative Action Compliance for potential vendors and mailed RFP notifications.
- Mailed/provided RFP's to 18 consulting firms and interested individuals.
- Advertised in the Los Angeles Times, The Sentinel, Asian Weekly, and Hoy newspapers.
- Posted the RFP on the "Doing Business with the County" website.
- Provided RFP's to five additional firms who requested copies after seeing the advertisements or viewing the County Website.
- Held a mandatory proposer's conference which was attended by eight firms.

Five proposals were received of which four met the minimum requirements. The evaluation process followed recommended County guidelines. The evaluation committee was comprised of representatives from DHR, the CEO, Sheriff's Department, SEIU Local 721, and Coalition of County Unions. The committee's evaluation was based on criteria specified in the RFP including qualifications, approach to providing services, quality control plan, and cost. The evaluation process included a comprehensive review of the proposals, reference checks, and oral presentations by the finalists. The committee reached consensus at each phase of the evaluation process.

The evaluation committee found Buck to be the most responsive proposer due to clear and compelling reasons. Although not the lowest cost proposer, their proposal scored highest overall. By unanimous recommendation of the evaluation committee, it is recommended that the County enter into the proposed Contract with Buck.

IMPACT ON CURRENT SERVICES

There will be no negative impact on current employee benefit communication services. The new Buck contract provides for employee benefit communication services and materials through enhanced research and implementation of a new strategy.

CONCLUSION

Approve the proposed Contract and instruct the Executive Officer, Board of Supervisors, to return an approved copy of this Board letter and two signed copies of the Contract to the Department of Human Resources.

Respectfully submitted,



WILLIAM T FUJIOKA
Chief Executive Officer

WTF:ES
GS:JY:cg

Attachment (1)

c: Executive Officer, Board of Supervisors
County Counsel
Auditor-Controller



CONTRACT
BY AND BETWEEN
COUNTY OF LOS ANGELES
AND
BUCK CONSULTANTS, LLC
FOR
EMPLOYEE BENEFITS COMMUNICATIONS CONSULTING
SERVICES AND MATERIALS

Department of Human Resources
Employee Benefits Division
3333 Wilshire Blvd., Suite 1000
Los Angeles, CA 90010

March 2008

76489

**COUNTY OF LOS ANGELES
DEPARTMENT OF HUMAN RESOURCES
EMPLOYEE BENEFITS COMMUNICATIONS CONSULTING SERVICES AND
MATERIALS CONTRACT**

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RECITALS

THIS CONTRACT is entered into as of the Effective Date by and between the County of Los Angeles, hereinafter referred to as "County", and Buck Consultants, LLC, a corporation organized under the laws of Delaware, hereinafter referred to as "Contractor".

WHEREAS, the County provides benefit plans to its employees which contributes to attracting and retaining personnel; and

WHEREAS, the County needs to communicate with current and prospective employees the benefits offered through the plans in an effective manner; and

WHEREAS, Contractor represents that it possesses the necessary special skills, knowledge and technical competence and sufficient staffing to provide such employee benefit communication consulting services and materials; and

WHEREAS, this Contract, as defined below, is authorized pursuant to California Government Code Section 31000.

NOW THEREFORE, in consideration of the mutual covenants contained herein and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the County and Contractor agree as follows:

1. CONTRACT AND INTERPRETATION

1.1 Contract This base document along with Exhibits A through D, any schedules attached hereto or thereto, and any Change Order or amendment from time to time hereto or thereto collectively constitute and throughout and hereinafter, are referred to as the "Contract." This Contract shall constitute the complete and exclusive statement of understanding between the County and Contractor and supersedes any and all prior or contemporaneous agreements, written or oral, and all communications between the parties relating to the subject matter of this Contract.

1.2 Interpretation In the event of any conflict or inconsistency in the definition or interpretation of any word, responsibility, schedule, or the contents or description of any task, subtask, deliverable, goods, service, or other work, or otherwise, such conflict or inconsistency shall be resolved by giving precedence first to this base document, and then to the Exhibits and any attachments thereto, according to the following priority:

1.2.1 Exhibit B – Contract Rates

1.2.2 Exhibit A - Statement of Work

1.2.3 Exhibit C – Contractor's EEO Certification

1.2.4 Exhibit D1 – Contractor Employee Acknowledgment and Confidentiality Agreement

1.2.5 Exhibit D2 – Contractor Non-Employee Acknowledgment and Confidentiality Agreement

1.3 Construction The words “herein”, “hereof”, and “hereunder” and words of similar import used in this Contract refer to this Contract, including all annexes, attachments, exhibits, and schedules as the context may require. Wherever from the context it appears appropriate, each term stated in either the singular or plural shall include the singular and the plural. Whenever examples are used in this Contract with the words “including”, “for example”, “e.g.”, “such as”, “etc.”, or any derivation of such words, such examples are intended to be illustrative and not limiting. Captions and Paragraph headings used in the Contract are for convenience only and are not a part of the Contract and shall not be used in construing the Contract.

2. ADMINISTRATION OF CONTRACT – COUNTY

2.1 County Project Director

2.1.1 “County Project Director” for this Contract shall be the following person:

Marian Hall
County of Los Angeles
Department of Human Resources
Employee Benefits Division
3333 Wilshire Boulevard, Suite 1000
Los Angeles, CA 90010
Phone: 213-738-2255
Fax: 213-637-0832
Email address: mhall@hr.lacounty.gov

2.1.2 The County will notify Contractor of any change in the name or address of the County Project Director.

2.1.3 The County Project Director is responsible for the overall administration of the Contract, including maintaining and updating all records, and for resolving disputes between the County and Contractor.

Except as set forth in Subparagraph 10.4 (Change Orders and Amendments), the County Project Director is not authorized to make any changes in any of the terms and conditions of this Contract and is not authorized to further obligate the County in any respect whatsoever.

The County Project Director will have the right at all times to inspect any and all work provided by or on behalf of Contractor.

2.2 County Project Manager

2.2.1 "County Project Manager" for this Contract shall be the following person:

Marian Hall
County of Los Angeles
Department of Human Resources
Employee Benefits Division
3333 Wilshire Boulevard, Suite 1000
Los Angeles, CA 90010
Phone: 213-738-2255
Fax: 213-637-0832
Email address: mhall@hr.lacounty.gov

2.2.2 The County shall notify Contractor of any change in the name or address of the County Project Manager.

2.2.3 The County Project Manager will meet with the Contractor Project Manager on a regular basis to discuss the Contract and any issues or problems being encountered by either party.

2.2.4 The County Project Manager is not authorized to make any changes in any of the terms and conditions of this Contract nor obligate the County in any respect whatsoever.

2.2.5 The County Project Manager will advise the County Project Director as to Contractor's performance in areas relating to technical requirements and standards.

2.2.6 The County Project Manager will have the right at all times to inspect any and all work provided by or on behalf of the Contractor.

2.3 County Project Monitor

The County Project Monitor will be the following person and will be responsible for overseeing the day-to-day administration of this Contract. The County Project Monitor reports to the County Project Manager.

Mary Gilmore
County of Los Angeles
Department of Human Resources
Employee Benefits Division
3333 Wilshire Boulevard, Suite 1000
Los Angeles, CA 90010
Phone: 213-738-2192
Fax: 213-637-0821
Email address: mgilmore@hr.lacounty.gov

- 2.4 Consolidation of Duties. The County reserves the right to consolidate the duties of the County Project Director, whose duties are enumerated in Subparagraph 2.1 (County Project Director), and the duties of the County Project Manager, whose duties are enumerated in Subparagraph 2.2 (County Project Manager), into one County position, and to assign all such duties to one individual who will act as the County's liaison in all matters relating to this Contract. The County will notify Contractor no later than five (5) business days prior to exercising its rights pursuant to this Paragraph 2.
- 2.5 County Personnel. All County personnel assigned to this Contract shall be under the exclusive supervision of the County. Contractor understands and agrees that all such County personnel are assigned only for the convenience of the County.

3. ADMINISTRATION OF CONTRACT – CONTRACTOR

3.1 Contractor Project Director

- 3.1.1 "Contractor Project Director" shall be the following person, who shall be a full-time employee of Contractor:

Harold Loeb
Principal and Consulting Actuary
Buck Consultants, LLC
1801 Century Park East, Suite 500
Los Angeles, CA 90067
Phone: (310) 226-1450
Fax: (310) 282-0881
Email address: harold.loeb@buckconsultants.com

- 3.1.2 Contractor Project Director shall be responsible for Contractor's performance of all of the work and ensure Contractor's compliance with this Contract.
- 3.1.3 Contractor Project Director shall be available to meet and confer with the County Project Director at least monthly in person or by

phone, to review project progress and discuss project coordination.

3.2 Contractor Project Manager

- 3.2.1 The "Contractor Project Manager" shall be the following person who shall be a full-time employee of Contractor:

Kathryn Van Hulzen,
Principal, Communications
Buck Consultants, LLC
1801 Century Park East, Suite 500
Los Angeles, CA 90067
Phone: (310) 226-1415
Fax: (310) 282-0881
Email: Kathryn.VanHulzen@acs-hro.com

- 3.2.2 The Contractor Project Manager shall be responsible for Contractor's day-to-day activities as related to this Contract.
- 3.2.3 The Contractor Project Manager shall be available to meet and confer as necessary, but no less frequently than monthly, with the County.

3.3 Approval of Contractor's Staff

- 3.3.1 The County approves the proposed Contractor Project Director and Contractor Project Manager listed in Subparagraphs 3.1.1 and 3.2.1. The County Project Director has the right to approve or disapprove any proposed replacement for the Contractor Project Director and the Contractor Project Manager. If Contractor desires to replace, or if the County, at its discretion, requires removal of, either the Contractor Project Director or the Contractor Project Manager, Contractor shall provide the County with a resume of each such proposed replacement, and an opportunity to interview such person prior to such person performing any work hereunder. The County shall not unreasonably delay its approval of a replacement of Contractor Project Director or Contractor Project Manager.
- 3.3.2 Contractor shall endeavor to assure continuity during the Term of Contractor personnel performing key functions under this Contractor, including Principals, Associates, Consulting Professionals, Technical Professionals, Designer, Audio Technician, Word Processing staff (collectively, "Contractor Technical Staff," and together with Contractor Project Director and Contractor Project Manager, the "Contractor Key

Personnel"). Notwithstanding the foregoing, the County Project Director may require removal of any Contractor Technical Staff.

3.3.3 In the event Contractor should desire to remove any Contractor Key Personnel from performing work under this Contractor, Contractor shall provide the County with a notice at least fifteen (15) business days in advance, except in circumstances in which such notice is not possible (e.g., a removal for cause or other egregious act), and shall work with the County on a mutually agreeable transition plan so as to ensure project continuity.

3.3.4 Contractor shall promptly fill any vacancy in Contractor Key Personnel with individuals having qualifications at least equivalent to those of Contractor Key Personnel being replaced.

3.4 Project/Status Reports by Contractor

In order to control expenditures and to ensure the reporting of all work provided by Contractor, Contractor Project Manager shall provide the County Project Manager with minimum monthly written reports ("Project/Status Reports") which contain the information set forth in Paragraph 8, Reporting Requirements, of Exhibit A, Statement of Work, and such other information as the County Project Director or County Project Manager may from time to time reasonably request.

4. WORK; APPROVAL AND ACCEPTANCE

General

Contractor acknowledges that, subject to this Paragraph 4 (Work; Approval and Acceptance), all work performed under this Contract, including pursuant to an executed Change Order or Amendment, is payable in accordance with the terms and conditions of this Contract, including this Paragraph 4 (Work; Approval and Acceptance), Paragraph 6 (Prices and Fees), Paragraph 8 (Invoices and Payments), and Paragraph 9 (Costs). Work under this Contract is divided into Part I services, which include consulting costs, brand development, research and strategy development, training, web-based communication, print communication materials, and wellness communication and Part II services for special projects, as specified in Exhibit A (Statement of Work).

5. TERM

The term of this Contract shall commence effective upon Board approval and shall continue for a period of five (5) years through February 28, 2013, unless terminated earlier in whole or in part, as provided in this Contract (the "Initial Term"). The County has the option, at the discretion of the Director of Personnel (DOP) and upon notice to Contractor no later than thirty (30) calendar days prior to the end of the then-current period of the Term, to extend the term

of this Contract for up to two (2) additional one (1) year periods (each an "Option Term"). As used herein, the "Term" shall mean the Initial Term and, if extended, each Option Term, as the case may be. Contractor shall notify the County Project Manager and County Project Director when the Initial Term, or when each Option Term, as the case may be, is within three (3) months from the expiration of the Initial Term, or such Option Term, as the case may be, as provided for in this Paragraph 5 (Term).

6. PRICES AND FEES

6.1 General

The prices and fees for this Contract shall be the amount payable by the County to Contractor for performing all tasks, deliverables, goods, services and any other work required under this Contract. Exhibit B (Contract Rates) specifies the Contractor's total annual costs for Part I services and deliverables and employee hourly rates for providing Part I and Part II services specified in this Contract. The Contractor shall not be entitled to payment or reimbursement for any tasks, deliverables, goods, services and any other work, nor for any incidental or administrative expenses whatsoever incurred in or incidental to performance hereunder, except as specified in this Contract.

6.2 Allowance for Special Projects

From time to time, the County may require communications services for special projects that are not part of the planned deliverables, or for one-time only events. For each special project, Contractor must submit its work plan and cost proposal, which will be reviewed by the County Project Director and must be approved in writing by the DOP and the County's Chief Executive Officer (CEO). The costs for Part II special project communication services and materials shall be based on the hourly rates specified in Exhibit B (Contract Rates). Special projects shall be invoiced separately from Part I deliverable costs. During the duration of the Contract, the County's allowance for all such special projects will not exceed two hundred thousand dollars (\$200,000) per year.

6.3 Maximum Contract Sum

The "Maximum Contract Sum" under this Contract shall be the total monetary amount that would be payable by the County to Contractor for providing required work under this Contract for the Term. Total charges for Part I services shall not exceed the amounts set forth in the Contract Rates, as shown in Exhibit B. The Maximum Contract Sum for this Contract, including applicable Taxes, for the duration of the Contract, including the two one-year extensions, authorized by the County hereunder shall in no event, expressly or by implication, exceed

\$6,845,756, including an allowance of up to \$200,000 annually for special projects as specified in Subparagraph 6.2.

6.4 No Payment for Services Provided Following Expiration/Termination of Contract

The Contractor shall have no claim against County for payment of any money or reimbursement, of any kind whatsoever, for any service provided by the Contractor after the expiration or other termination of this Contract. Should the Contractor receive any such payment it shall immediately repay all such funds to County. Payment by County for services rendered after expiration/termination of this Contract shall not constitute a waiver of County's right to recover such payment from the Contractor. This provision shall survive the expiration or other termination of this Contract.

7. COUNTY'S OBLIGATION FOR FUTURE FISCAL YEARS

Notwithstanding any other provision of this Contract, either expressly or by implication, the County shall not be obligated for Contractor's performance hereunder or by any provision of this Contract during any of the County's future fiscal years unless and until the County's Board of Supervisors (Board) appropriates funds for this Contract in the County's budget for each such future fiscal year. In the event that funds are not appropriated for this Contract, then this Contract shall terminate as of June 30 of the last fiscal year for which funds were appropriated and such termination shall be deemed a termination for convenience pursuant to Subparagraph 10.40 (Termination for Convenience). The County shall endeavor to notify Contractor in writing of any such non-appropriation of funds at the earliest possible date.

8. INVOICES AND PAYMENTS

8.1 Approval of Invoices

The Contractor shall invoice the County monthly in arrears, upon completion and delivery of each Part I service and deliverable. Contractor shall submit invoices to County by the 15th of each month.

Invoices for Part II special projects shall be separate from invoices for Part I services and deliverables, and submitted only upon completion and delivery of Part II services and deliverables. All completed work must be approved by County before any payment is made.

8.1.1 All invoices submitted by Contractor for payment must have the written approval of the County Project Director, as evidenced by the County Project Director's countersignature, prior to any payment thereof. In no event shall the County be liable or responsible for any payment prior to such written approval.

County approval will be provided or denied in a timely manner, within ten (10) days following submission of the invoice. In the absence of any invoice errors or irregularities, payment to Contractor shall be made within thirty (30) days following receipt of invoice.

- 8.1.2 Contractor shall submit an original and one copy of the invoice to the County Project Manager at the address specified in Subparagraph 2.2 of this Contract.

8.2 Detail

County will pay Contractor for all completed deliverables. Each invoice submitted by Contractor shall include:

8.2.1 General Information

1. County Agreement Number;
2. Plan Year;
3. Billing period;
4. Billing Date;
5. Description of Services Provided, including brief description of services provided, including name of Contractor staff providing services, number of hours spent providing services, if appropriate, volume and description of print communication material completed and sent/delivered, or special project services provided;
6. Unit price or hourly rates; and
7. Total charges for each service category and deliverables completed, and total cost for the billing period.

8.2.2 Special Project Costs

For Special Project services, Contractor must submit separate invoices to County. Invoice must include, at a minimum, the information specified in Subparagraph 8.2.1.

8.3 Contractor Responsibility

Contractor is responsible for the accuracy of invoices submitted to County. Further, it is the responsibility of Contractor to reconcile or otherwise correct inaccuracies or inconsistencies in the invoices

submitted by Contractor. In the event that County finds inaccuracies or inconsistencies in the invoices, the County will return the incorrect invoice to Contractor within ten (10) days of receipt. Contractor shall submit to the County a new invoice with corrected information within ten (10) days of receipt of returned invoice from County.

8.4 County's Right to Withhold

In addition to any rights of the County provided in this Contract, or at law or in equity, the County may, upon notice to Contractor, withhold payment for any work while Contractor is in default hereunder, or at any time that Contractor has not provided County approved work.

9. COSTS

- 9.1 Costs for printed communication materials relating to the benefit enrollment process shall remain fixed as specified in this Contract.
- 9.2 Costs for communications consulting services, shall remain fixed, as specified in this Contract.
- 9.3 Costs for Special Projects will vary, depending upon the scope and complexity of the project. For each Special Project request, Contractor shall calculate the costs of providing such services, including staff costs based on the hourly rates specified in Exhibit B (Contract Rates), and any planning, marketing, equipment, material, fulfillment, and mailing costs, if applicable. The Contractor shall provide the County Project Manager with a project proposal, which will include description of strategy, design, production components, deliverables, including number of units to be produced based on enrollment needs, production schedule, estimated unit cost, and total project costs. In addition, the cost proposal shall identify expenses allocated to the consultant/sub-consultant (if any), such as production, collation, and postage.
- 9.4 Management/supervision, overhead, and any miscellaneous expenses (including any applicable tax, travel, freight, and temporary storage charges) are inclusive in the consultant/sub-consultant allocation for each Special Project budget.

10. STANDARD TERMS AND CONDITIONS

10.1 Assignment and Delegation

- 10.1.1 The Contractor shall not assign its rights or delegate its duties under this Contract, or both, whether in whole or in part, without the prior written consent of the DOP, in his/her discretion, and any attempted assignment or delegation without such consent.

shall be null and void. For purposes of this Subparagraph, County consent shall require a written amendment to the Contract, which is formally approved and executed by the parties. Any payments by the County to any approved delegate or assignee on any claim under this Contract shall be deductible, at County's sole discretion, against the claims, which the Contractor may have against the County.

10.1.2 Shareholders, partners, members, or other equity holders of Contractor may transfer, sell, exchange, assign, or divest themselves of any interest they may have therein. However, in the event any such sale, transfer, exchange, assignment, or divestment is effected in such a way as to give majority control of Contractor to any person(s), corporation, partnership, or legal entity other than the majority controlling interest therein at the time of execution of the Contract, such disposition is an assignment requiring the prior written consent of County in accordance with applicable provisions of this Contract.

10.1.3 If any assumption, assignment, delegation, or takeover of any of the Contractor's duties, responsibilities, obligations, or performance of same by any entity other than the Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever, without the DOP's express prior written approval, shall be a material breach of the Contract which may result in the termination of this Contract. In the event of such termination, County shall be entitled to pursue the same remedies against Contractor as it could pursue in the event of default by Contractor.

10.2 Authorization Warranty

The Contractor represents and warrants that the person executing this Contract for the Contractor is an authorized agent who has actual authority to bind the Contractor to each and every term, condition, and obligation of this Contract and that all requirements of the Contractor have been fulfilled to provide such actual authority.

10.3 Budget Reductions

In the event that the Board adopts, in any fiscal year, a County Budget which provides for reductions in the salaries and benefits paid to the majority of County employees and imposes similar reductions with respect to County Contracts, the County reserves the right to reduce its payment obligation correspondingly for that fiscal year and any

subsequent fiscal year during the term of this Contract (including any extensions), and the services to be provided by the Contractor under this Contract shall also be reduced correspondingly. The County's notice to the Contractor regarding said reduction in payment obligation shall be provided within thirty (30) calendar days of the Board's approval of such actions. Except as set forth in the preceding sentence, the Contractor shall continue to provide all of the services set forth in the Contract.

10.4 Change Orders and Amendments

10.4.1 The County reserves the right to initiate Change Orders that do not affect the scope of work, term, Contract Sum or payments. All such changes shall be accomplished with an executed Change Order signed by the Contractor and by the County Project Director.

10.4.2 County may require communication services for new, unanticipated, or one-time only events related to benefit and communications (Part II services). In the event of such special projects, Contractor shall evaluate project, develop market strategy, if appropriate, and determine project costs, plan and test materials. Contractor shall submit written special project proposal, which must be reviewed and approved by the County. All such special projects shall be accomplished by a Change Order signed by the Contractor, the DOP, and the CEO.

10.4.3 For any change which affects the scope of work, term, contract sum, payments, or any term or condition included under this Contract, a negotiated Amendment shall be prepared and executed by the Board and the Contractor.

10.4.4 The Board or CEO or designee may require the addition and/or change of certain terms and conditions in the Contract during the term of this Contract. The County reserves the right to add and/or change such provisions as required by the Board or the CEO. To implement such changes, a negotiated Amendment to the Contract shall be prepared and executed by the Contractor and by the DOP.

10.4.5 The DOP may, at his/her sole discretion, authorize extensions of time specified in Paragraph 5 (Term) of the Contract. The Contractor agrees that such extensions of time shall not change any other term or condition of this Agreement during the period of such extensions. To implement an extension of time, a negotiated Amendment to the Contract shall be prepared and executed by the Contractor and the DOP.

10.5 Compliance with Applicable Law

10.5.1 The Contractor shall comply with all applicable Federal, State, and local laws, rules, regulations, ordinances, and directives, and all provisions required thereby to be included in this Contract are hereby incorporated herein by reference.

10.5.2 The Contractor shall indemnify and hold harmless the County from and against any and all liability, damages, costs, and expenses, including, but not limited to, defense costs and attorneys' fees, arising from any violation on the part of the Contractor or its employees, agents, or subcontractors of any such laws, rules, regulations, ordinances, or directives.

10.6 Compliance with Civil Rights Laws

The Contractor hereby assures that it will comply with Subchapter VI of the Civil Rights Act of 1964, 42 USC Sections 2000 (e) (1) through 2000 (e) (17), to the end that no person shall, on the grounds of race, creed, color, sex, religion, ancestry, age, condition of physical handicap, marital status, political affiliation, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program, or activity supported by this Contract. The Contractor shall comply with Exhibit C (Contractor's EEO Certification).

10.7 Compliance with the County's Jury Service Program

10.7.1 Jury Service Program:

This Contract is subject to the provisions of the County's ordinance entitled Contractor Employee Jury Service ("Jury Service Program") as codified in Sections 2.203.010 through 2.203.090 of the Los Angeles County Code, as set forth in Appendix A to this Contract.

10.7.2 Written Employee Jury Service Policy:

10.7.2.1 Unless the Contractor has demonstrated to the County's satisfaction either that the Contractor is not a "Contractor" as defined under the Jury Service Program (Section 2.203.020 of the County Code) or that the Contractor qualifies for an exception to the Jury Service Program (Section 2.203.070 of the County Code), the Contractor shall have and adhere

to a written policy that provides that its Employees shall receive from the Contractor, on an annual basis, no less than five (5) days of regular pay for actual jury service. The policy may provide that Employees deposit any fees received for such jury service with the Contractor or that the Contractor deduct from the Employee's regular pay the fees received for jury service.

10.7.2.2 For purposes of this Subparagraph, "Contractor" means a person, partnership, corporation or other entity which has a contract with the County or a subcontract with a County Contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more County contracts or subcontracts. "Employee" means any California resident who is a full time employee of Contractor. "Full-time" means forty (40) hours or more worked per week, or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by the County, or 2) Contractor has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-term, temporary services of ninety (90) days or less within a 12-month period are not considered full-time for purposes of the Jury Service Program. If Contractor uses any subcontractor to perform services for the County under the Contract, the subcontractor shall also be subject to the provisions of this Subparagraph. The provisions of this Subparagraph shall be inserted into any such subcontract agreement and a copy of the Jury Service Program shall be attached to the agreement.

10.7.2.3 If the Contractor is not required to comply with the Jury Service Program when the Contract commences, the Contractor shall have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and the Contractor shall immediately notify County if the Contractor at any time either comes within the Jury Service Program's definition of "Contractor" or if the Contractor no longer qualifies for an exception to the Jury Service Program. In either event, the Contractor shall immediately implement a written

policy consistent with the Jury Service Program. The County may also require, at any time during the Contract and at its sole discretion that the Contractor demonstrates to the County's satisfaction that the Contractor either continues to remain outside of the Jury Service Program's definition of "Contractor" and/or that the Contractor continues to qualify for an exception to the Program.

- 10.7.2.4 Contractor's violation of this Subparagraph 10.7 of the Contract may constitute a material breach of the Contract. In the event of such material breach, County may, in its sole discretion, terminate the Contract and/or bar the Contractor from the award of future County contracts for a period of time consistent with the seriousness of the breach.

10.8 Confidentiality

- 10.8.1 The Contractor shall maintain the confidentiality of all its records as they relate to this Agreement, including but not limited to billings, and all records obtained from the County in accordance with all applicable Federal, State, and County laws, regulations, ordinances, and directives relating to confidentiality. The Contractor shall inform all of their offices, employees, and agents providing services hereunder of the confidentiality provisions of this Contract.
- 10.8.2 The Contractor shall cause each employee performing services under this Contract to sign and adhere to the provisions of the "Contractor Employee Acknowledgment and Confidentiality Agreement" (Exhibit D1).
- 10.8.3 The Contractor shall cause each non-employee performing services under this Contract to sign and adhere to the provisions of the "Contractor Non-Employee Acknowledgment, and Confidentiality Agreement" (Exhibit D2).
- 10.8.4 It is understood that the foregoing obligations of confidentiality do not apply to (a) information already lawfully known to the recipient prior to the date of this Contract and which is not known by the recipient to be subject to any non-disclosure covenants; (b) information publicly available or which becomes publicly available without a breach of this or any other agreement by the recipient (including its directors, officers, employees, agents, or advisors); (c) information rightfully received from a third party

who is not known by the recipient to be bound by non-disclosure covenants with the disclosure or another party, with respect to the confidential information; (d) information independently developed by the recipient prior to receipt of such confidential information; or (e) any confidential information required to be disclosed by law, legal process or regulatory authority having jurisdiction over the disclosing party.

10.9 Conflict of Interest

10.9.1 No County employee whose position with the County enables such employee to influence the award of this Contract or any competing contract and no spouse or economic dependent of such employee, shall be employed in any capacity by the Contractor or have any other direct or indirect financial interest in this Contract. No officer or employee of the Contractor who may financially benefit from the performance of work hereunder shall in any way participate in the County's approval, or ongoing evaluation, of such work, or in any way attempt to unlawfully influence the County's approval or ongoing evaluation of such work.

10.9.2 The Contractor shall comply with all conflict of interest laws, ordinances, and regulations now in effect or hereafter to be enacted during the term of this Contract. The Contractor warrants that it is not now aware of any facts that create a conflict of interest. If the Contractor hereafter becomes aware of any facts that might reasonably be expected to create a conflict of interest, it shall immediately make full written disclosure of such facts to the County. Full written disclosure shall include, but is not limited to, identification of all persons implicated and a complete description of all relevant circumstances. Failure to comply with the provisions of this Subparagraph 10.9 shall be a material breach of this Contract.

10.10 Consideration of Hiring County Employees Targeted for Layoff/or Re-Employment List

Should the Contractor require additional or replacement personnel after the effective date of this Contract to perform the services set forth herein, the Contractor shall give first consideration for such employment openings to qualified, permanent County employees who are targeted for layoff or qualified, former County employees who are on a re-employment list during the life of this Contract.

10.11 Consideration of Hiring GAIN/GROW Program Participants

10.11.1 Should the Contractor require additional or replacement personnel after the effective date of this Contract, the Contractor shall give consideration for any such employment openings to participants in the County's Department of Public Social Services Greater Avenues for Independence (GAIN) Program or General Relief Opportunity for Work (GROW) Program who meet the Contractor's minimum qualifications for the open position. For this purpose, consideration shall mean that the Contractor will interview qualified candidates. The County will refer GAIN/GROW participants by job category to the Contractor.

10.11.2 In the event that both laid-off County employees and GAIN/GROW participants are available for hiring, County employees shall be given first priority.

10.12 Contractor's Warranty of Adherence to County's Child Support Compliance Program

10.12.1 The Contractor acknowledges that the County has established a goal of ensuring that all individuals who benefit financially from the County through Contract are in compliance with their court-ordered child, family and spousal support obligations in order to mitigate the economic burden otherwise imposed upon the County and its taxpayers.

10.12.2 As required by the County's Child Support Compliance Program (County Code Chapter 2.200) and without limiting the Contractor's duty under this Contract to comply with all applicable provisions of law, the Contractor warrants that it is now in compliance and shall, during the term of this Contract, maintain compliance with employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653a) and California Unemployment Insurance Code Section 1088.5, and shall implement all lawfully served Wage and Earnings Withholding Orders or Child Support Services Department Notices of Wage and Earnings Assignment for Child, Family or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

10.13 Contractor's Acknowledgement of County's Commitment to the Safely Surrendered Baby Law

The Contractor acknowledges that the County places a high priority on the implementation of the Safely Surrendered Baby Law. The Contractor

understands that it is the County's policy to encourage all County Contractors to voluntarily post the County's "Safely Surrendered Baby Law" poster in a prominent position at the Contractor's place of business. The Contractor will also encourage its Subcontractors, if any, to post this poster in a prominent position in the Subcontractor's place of business. The County's Department of Children and Family Services will supply the Contractor with the poster to be used. Information on how to receive the poster can be found on the internet at www.babysafela.org.

10.14 Contractor's Responsibility and Debarment

10.14.1 Responsible Contractor

A responsible Contractor is a Contractor who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity, and experience to satisfactorily perform the contract. It is the County's policy to conduct business only with responsible Contractors.

10.14.2 Chapter 2.202 of the County Code

The Contractor is hereby notified that, in accordance with Chapter 2.202 of the County Code, if the County acquires information concerning the performance of the Contractor on this or other contracts which indicates that the Contractor is not responsible, the County may, in addition to other remedies provided in the Contract, debar the Contractor from bidding or proposing on, or being awarded, and/or performing work on County contracts for a specified period of time, which generally will not exceed five (5) years but may exceed five years or be permanent if warranted by the circumstances, and terminate any or all existing contracts the Contractor may have with the County.

10.14.3 Non-responsible Contractor

The County may debar a Contractor if the Board finds, in its discretion, that the Contractor has done any of the following: (1) violated a term of a contract with the County or a nonprofit corporation created by the County, (2) committed an act or omission which negatively reflects on the Contractor's quality, fitness or capacity to perform a contract with the County, any other public entity, or a nonprofit corporation created by the County, or engaged in a pattern or practice which negatively reflects on same, (3) committed an act or offense which indicates a lack of business integrity or business honesty, or (4) made or

submitted a false claim against the County or any other public entity.

10.14.4 Contractor Hearing Board

10.14.4.1 If there is evidence that the Contractor may be subject to debarment, DHR will notify the Contractor in writing of the evidence which is the basis for the proposed debarment and will advise the Contractor of the scheduled date for a debarment hearing before the Contractor Hearing Board.

10.14.4.2 The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The Contractor and/or the Contractor's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a tentative proposed decision, which shall contain a recommendation regarding whether the Contractor should be debarred, and, if so, the appropriate length of time of the debarment. The Contractor and DHR shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board.

10.14.4.3 After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision, and any other recommendation of the Contractor Hearing Board shall be presented to the Board. The Board shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

10.14.4.4 If a Contractor has been debarred for a period longer than five (5) years, that Contractor may after the debarment has been in effect for at least five (5) years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. The County may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that the Contractor has adequately demonstrated one or more of the following: (1) elimination of the grounds for which the debarment was imposed; (2) a bona fide change in ownership or management; (3)

material evidence discovered after debarment was imposed; or (4) any other reason that is in the best interests of the County.

10.14.4.5 The Contractor Hearing Board will consider a request for review of a debarment determination only where: (1) the Contractor has been debarred for a period longer than five (5) years; (2) the debarment has been in effect for at least five (5) years; and (3) the request is in writing, states one or more of the grounds for reduction of the debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request, the Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, the Contractor Hearing Board shall conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing shall be conducted and the request for review decided by the Contractor Hearing Board pursuant to the same procedures as for a debarment hearing.

10.14.4.6 The Contractor Hearing Board's proposed decision shall contain a recommendation on the request to reduce the period of debarment or terminate the debarment. The Contractor Hearing Board shall present its proposed decision and recommendation to the Board. The Board shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

10.14.5 Subcontractors of Contractor

These terms shall also apply to Subcontractors of County Contractors.

10.15 County's Quality Assurance Plan

The County or its agent will evaluate the Contractor's performance under this Contract on not less than an annual basis. Such evaluation will include assessing the Contractor's compliance with all Contract terms and conditions and performance standards. Contractor deficiencies which the County determines are severe or continuing and that may place performance of the Contract in jeopardy if not corrected will be reported to the Board. The report will include improvement/corrective

action measures taken by the County and the Contractor. If improvement does not occur consistent with the corrective action measures, the County may terminate this Contract or impose other penalties as specified in this Contract.

10.16 Employment Eligibility Verification

10.16.1 The Contractor warrants that it fully complies with all Federal and State statutes and regulations regarding the employment of aliens and others and that all its employees performing work under this Contract meet the citizenship or alien status requirements set forth in Federal and State statutes and regulations. The Contractor shall obtain, from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by Federal and State statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986 (P.L. 99-603), or as they currently exist and as they may be hereafter amended. The Contractor shall retain all such documentation for all covered employees for the period prescribed by law.

10.16.2 The Contractor shall indemnify, defend, and hold harmless, the County, its agents, officers, and employees from employer sanctions and any other liability which may be assessed against the Contractor or the County or both in connection with any alleged violation of any Federal or State statutes pertaining to the eligibility for employment of any persons performing work under this Contract.

10.17 Facsimile and Electronic Representations

The County and the Contractor hereby agree to regard facsimile and electronic representations of original signatures of authorized officers of each party, when appearing in appropriate places on Change Orders prepared pursuant to Subparagraph 10.4 (Change Orders and Amendments), and received via communications facilities, as legally sufficient evidence that such original signatures have been affixed to Change Orders, such that the parties need not follow up facsimile and electronic transmissions of such documents with subsequent (non-facsimile or non-electronic) transmission of "original" versions of such documents.

10.18 Fair Labor Standards

The Contractor shall comply with all applicable provisions of the Federal Fair Labor Standards Act and shall indemnify, defend, and hold harmless

the County and its agents, officers, and employees from any and all liability, including, but not limited to, wages, overtime pay, liquidated damages, penalties, court costs, and attorneys' fees arising under any wage and hour law, including, but not limited to, the Federal Fair Labor Standards Act, for work performed by the Contractor's employees for which the County may be found jointly or solely liable.

10.19 Force Majeure

10.19.1 Neither party shall be liable for such party's failure to perform its obligations under and in accordance with this Contract, if such failure arises out of fires, floods, epidemics, quarantine restrictions, other natural occurrences, strikes, lockouts (other than a lockout by such party or any of such party's subcontractors), freight embargoes, or other similar events to those described above, but in every such case the failure to perform must be totally beyond the control and without any fault or negligence of such party (such events are referred to in this Subparagraph as "force majeure events").

10.19.2 Notwithstanding the foregoing, a default by a subcontractor of Contractor shall not constitute a force majeure event, unless such default arises out of causes beyond the control of such subcontractor, and without any fault or negligence of Contractor or subcontractor. In such case, Contractor shall not be liable for failure to perform, unless the goods or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit Contractor to meet the required performance schedule. As used in this Subparagraph, the term "subcontractor" and "subcontractors" mean subcontractors at any tier.

10.19.3 In the event Contractor's failure to perform arises out of a force majeure event, Contractor agrees to use commercially reasonable best efforts to obtain goods or services from other sources, if applicable, and to otherwise mitigate the damages and reduce the delay caused by such force majeure event.

10.20 General Insurance Requirements

Without limiting the Contractor's indemnification of the County and during the term of this Contract, the Contractor shall provide and maintain, and shall require all of its subcontractors to maintain, the following programs of insurance specified in this Contract. Such insurance shall be primary to and not contributing with any other insurance or self insurance

programs maintained by the County. Such coverage shall be provided and maintained at the Contractor's own expense.

- 10.20.1 Evidence of Insurance: Certificate(s) or other evidence of coverage satisfactory to the County shall be delivered prior to commencing services under this Contract to:

County of Los Angeles
Department of Human Resources
Employee Benefits Division
3333 Wilshire Blvd., Suite 1000
Los Angeles, CA 90010
Attention: Mary Gilmore

Such certificates or other evidence shall:

- 10.20.1.1 Specifically identify this Contract;
 - 10.20.1.2 Clearly evidence all coverages required in this Contract;
 - 10.20.1.3 Contain the express condition that the County is to be given written notice by mail at least thirty (30) calendar days in advance of cancellation for all policies evidenced on the certificate of insurance;
 - 10.20.1.4 Include copies of the additional insured endorsement to the commercial general liability policy, adding the County of Los Angeles, its Special Districts, its officials, officers and employees as insureds for all activities arising from this Contract; and
 - 10.20.1.5 Identify any deductibles or self-insured retentions.
- 10.20.2 Insurer Financial Ratings: Insurance is to be provided by an insurance company with an A.M. Best rating of not less than A:VII unless otherwise approved by the County's Risk Manager.
- 10.20.3 Failure to Maintain Coverage: Failure by the Contractor to maintain the required insurance, or to provide evidence of insurance coverage acceptable to the County, shall constitute a material breach of the Contract upon which the County may immediately terminate or suspend this Contract. The County, at its sole option, may obtain damages from the Contractor resulting from said breach. Alternatively, the County may purchase such required insurance coverage, and without further

notice to the Contractor, the County may deduct from sums due to the Contractor any premium costs advanced by the County for such insurance.

10.20.4 Notification of Incidents, Claims or Suits: Contractor shall report to the County:

10.20.4.1 Any accident or incident relating to services performed under this Contract which involves injury or property damage which may result in the filing of a claim or lawsuit against the Contractor and/or the County. Such report shall be made in writing within twenty-four (24) hours of occurrence, or as soon as it is reasonably possible.

10.20.4.2 Any third party claim or lawsuit filed against the Contractor arising from or related to services performed by the Contractor under this Contract.

10.20.4.3 Any injury to a Contractor employee that occurs on County property. This report shall be submitted on a County "Non-employee Injury Report" to the County Project Manager.

10.20.4.4 Any loss, disappearance, destruction, misuse, or theft of any kind whatsoever of County property, monies or securities entrusted to the Contractor under the terms of this Contract.

10.20.5 Compensation for County Costs: In the event that the Contractor fails to comply with any of the indemnification or insurance requirements of this Contract, and such failure to comply results in any costs to the County, the Contractor shall pay full compensation for all costs incurred by the County.

10.20.6 Insurance Coverage Requirements for Subcontractors: The Contractor shall ensure any and all subcontractors performing services under this Contract meet the insurance requirements of this Contract by either:

10.20.6.1 The Contractor providing evidence of insurance covering the activities of subcontractors, or

10.20.6.2 The Contractor providing evidence submitted by subcontractors evidencing that subcontractors maintain the required insurance coverage. The

County retains the right to obtain copies of evidence of subcontractor insurance coverage at any time.

10.21 Governing Law, Jurisdiction, and Venue

This Contract shall be governed by, and construed in accordance with, the laws of the State of California. The Contractor agrees and consents to the exclusive jurisdiction of the courts of the State of California for all purposes regarding this Contract and further agrees and consents that venue of any action brought hereunder shall be exclusively in the County of Los Angeles.

10.22 Indemnification

The Contractor shall indemnify, defend and hold harmless the County, its Special Districts, elected and appointed officers, employees, and agents from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, and expenses (including attorney and expert witness fees), arising from the Contractor's acts and/or omissions arising from and/or relating to this Contract.

10.23 Independent Contractor Status

10.23.1 This Contract is by and between the County and the Contractor and is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association, as between the County and the Contractor. The employees and agents of one party shall not be, or be construed to be, the employees or agents of the other party for any purpose whatsoever.

10.23.2 The Contractor shall be solely liable and responsible for providing to, or on behalf of, all persons performing work pursuant to this Contract all compensation and benefits. The County shall have no liability or responsibility for the payment of any salaries, wages, unemployment benefits, disability benefits, Federal, State, or local taxes, or other compensation, benefits, or taxes for any personnel provided by or on behalf of the Contractor.

10.23.3 The Contractor understands and agrees that all persons performing work pursuant to this Contract are, for purposes of Workers' Compensation liability, solely employees of the Contractor and not employees of the County. The Contractor shall be solely liable and responsible for furnishing any and all Workers' Compensation benefits to any person as a result of any

injuries arising from or connected with any work performed by or on behalf of the Contractor pursuant to this Contract.

10.23.4 The Contractor shall adhere to the provisions stated in Subparagraph 10.8 (Confidentiality).

10.24 Insurance Coverage Requirements

10.24.1 General Liability insurance written on ISO policy form CG 00 01 or its equivalent with limits of not less than the following:

General Aggregate:	\$2 million
Products/Completed Operations Aggregate:	\$1 million
Personal and Advertising Injury:	\$1 million
Each Occurrence:	\$1 million

10.24.2 Automobile Liability written on ISO policy form CA 00 01 or its equivalent with a limit of liability of not less than \$1 million for each accident. Such insurance shall include coverage for all "owned", "hired" and "non-owned" vehicles, or coverage for "any auto".

10.24.3 Workers' Compensation and Employers' Liability insurance providing workers' compensation benefits, as required by the Labor Code of the State of California or by any other state, and for which the Contractor is responsible, or an alternative plan of benefits, as permitted by any other state.

In all cases, the above insurance also shall include Employers' Liability coverage with limits of not less than the following:

Each Accident:	\$1 million
Disease - policy limit:	\$1 million
Disease - each employee:	\$1 million

10.24.4 Professional Liability: Insurance covering liability arising from any error, omission, negligent, or wrongful act of the Contractor, its officers, or employees with limits of not less than \$1 million per claim and \$3 million aggregate.

10.24.5 Crime Coverage: Insurance with limits in amounts not less than indicated below covering against loss of money, securities, or other property referred to in this Contract, and naming the County as loss payee.

Employee Dishonesty:	\$1 million
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10.25 Licenses, Permits, Registrations and Certificates

Contractor shall obtain and maintain in effect during the term of this Contract, all licenses, permits, registrations and certificates required by law, which are applicable to the performance of this Contract and shall further ensure that all of its officers, employees and agents who perform services hereunder obtain and maintain in effect during the term of this Contract, all licenses, permits, registrations, and certificates required by law which are applicable to their performance of services hereunder.

10.26 Nondiscrimination and Affirmative Action

Contractor certifies and agrees that all persons employed by it, its affiliates, subsidiaries, or holding companies are and shall be treated equally without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations.

10.27 Non Exclusivity

Nothing herein is intended nor shall be construed as creating any exclusive arrangement with Contractor. This Contract shall not restrict DHR from acquiring similar, equal or like goods and/or services from other entities or sources.

10.28 Notice of Delays

Except as otherwise provided under this Contract, when either party has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this Contract, that party shall, within three (3) business days, give notice thereof, including all relevant information with respect thereto, to the other party.

10.29 Notice of Disputes

10.29.1 Contractor and County agree to act promptly and diligently to mutually resolve any disputes which may arise with respect to this Contract. All such disputes shall be subject to the provisions of this Subparagraph 10.29.

10.29.2 Contractor and County agree that, the existence and details of a dispute notwithstanding, both parties shall continue without delay their performance hereunder, except for any performance which County, in its sole and absolute discretion, determines should be

delayed as a result of such dispute. County shall continue to pay sums not in dispute during any such period of continued performance.

- 10.29.3 If Contractor fails to continue without delay its performance hereunder which County, in its sole discretion, determines should not be delayed as a result of such dispute, then any additional costs which may be incurred by Contractor or County as a result of Contractor's failure to continue to so perform shall be borne by Contractor, and Contractor shall make no claim whatsoever against County for such costs. Contractor shall promptly reimburse County for such County costs, as determined by County, or County may deduct any amounts due to Contractor from County, whether under this Contract or otherwise.
- 10.29.4 In the event of any dispute between the parties with respect to this Contract, Contractor and County shall submit the matter to their respective Project Managers for the purpose of endeavoring to resolve such dispute. In the event that the Project Managers are unable to resolve the dispute within a reasonable time not to exceed five (5) business days from the date of submission of this dispute to them, then the matter shall be immediately submitted to Contractor's Project Director and County's DOP for further consideration and discussion to attempt to resolve the dispute. If the Contractor's Project Director and the County's DOP cannot resolve the dispute, or either one of them determines that they are not making reasonable progress toward resolution of the dispute within five (5) business days after the dispute is first submitted to them, then the issue shall proceed to judicial, contractual, and/or equitable remedies.
- 10.29.5 The dispute resolution process provided in this Subparagraph 10.29 is a prerequisite to the exercise of any judicial remedies available to the parties, except in cases where a party is seeking injunctive or other equitable relief.
- 10.29.6 Notwithstanding any other provision of this Contract, County's right to terminate this Contract pursuant to Subparagraph 10.40 (Termination for Convenience), Subparagraph 10.42 (Termination for Improper Consideration), Subparagraph 10.43 (Termination for Insolvency), or any other termination provision hereunder other than Subparagraph 10.41 (Termination for Default) shall not be subject to this dispute resolution procedure. The preceding sentence is intended only as a clarification of County's rights and shall not be deemed to impair any claims that Contractor may have against County or Contractor's right to

assert such claims after any such termination or such injunctive relief has been obtained.

10.30 Notice to Employees Regarding the Federal Earned Income Credit

The Contractor shall notify its employees, and shall require each subcontractor to notify its employees, that they may be eligible for the Federal Earned Income Credit under the Federal income tax laws.

10.31 Notice to Employees Regarding the Safely Surrendered Baby Law

The Contractor shall notify and provide to its employees, and shall require each subcontractor to notify and provide to its employees, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The fact sheet is set forth in Appendix B of this Contract and is also available on the Internet at www.babysafela.org for printing purposes.

10.32 Notices

All notices or demands required or permitted to be given or made under this Contract, unless otherwise specified, shall be in writing and shall be addressed to the parties at the following addresses and delivered: (a) by hand with signed receipt; (b) by first-class registered or certified mail, postage prepaid; (c) by facsimile or electronic mail transmission followed within twenty-four (24) hours by a confirmation copy mailed by first-class registered or certified mail, postage prepaid; or (d) by overnight commercial carrier, with signed receipt. Notice is deemed given at the time of signed receipt in the case of hand delivery, three (3) days after deposit in the United States mail as set forth above, on the date of facsimile or electronic mail transmission if followed by timely confirmation mailing, or on the date of signature receipt by the receiving part of any overnight commercial carrier delivery. Addresses may be changed by either party giving ten (10) days prior notice in accordance with the procedures set forth above, to the other party.

To County: (County Project Director)

Marian Hall
County of Los Angeles
Department of Human Resources
Employee Benefits Division
3333 Wilshire Boulevard, Suite 1000
Los Angeles, CA 90010
Phone: 213-738-2255
Fax 213-637-0832
Email address: mhall@hr.lacounty.gov

To Contractor: (Contractor Project Director)

Harold Loeb
Principal and Consulting Actuary
Buck Consultants, LLC
1801 Century Park East, Suite 500
Los Angeles, CA 90067
Phone: (310) 226-1450
Fax: (310) 282-0881
Email address: harold.loeb@buckconsultants.com

The County Project Director shall have the authority to issue all notices or demands, which are required or permitted by the County under this Contract.

10.33 Prohibition Against Inducement or Persuasion

Notwithstanding the above, the Contractor and the County agree that, during the term of this Contract and for a period of one (1) year thereafter, neither party shall in any way intentionally induce or persuade any employee of one party to become an employee or agent of the other party. No bar exists against any hiring action initiated through a public announcement.

10.34 Public Records Act

10.34.1 Any documents submitted by Contractor; all information obtained in connection with the County's right to audit and inspect the Contractor's documents, books, and accounting records pursuant to Subparagraph 10.36 (Record Retention and Inspection/Audit Settlement) of this Contract, as well as those documents which were required to be submitted in response to the RFP used in the solicitation process for this Contract, become the exclusive property of the County. All such documents become a matter of public record and shall be regarded as public records. Exceptions will be those elements in the California Government Code Section 6250 et seq. (Public Records Act) and which are marked "trade secret", "confidential", or "proprietary". The County shall not in any way be liable or responsible for the disclosure of any such records including, without limitation, those so marked, if disclosure is required by law, or by an order issued by a court of competent jurisdiction.

10.34.2 In the event the County is required to defend an action on a Public Records Act request for any of the aforementioned documents, information, books, records, and/or contents of a

proposal marked "trade secret", "confidential", or "proprietary", the Contractor agrees to defend and indemnify the County from all costs and expenses, including reasonable attorney's fees, in action or liability arising under the Public Records Act.

10.35 Publicity

10.35.1 The Contractor shall not disclose any details in connection with this Contract to any person or entity except as may be otherwise provided hereunder or required by law. However, in recognizing the Contractor's need to identify its services and related clients to sustain itself, the County shall not inhibit the Contractor from publishing its role under this Contract within the following conditions:

10.35.1.1 The Contractor shall develop all publicity material in a professional manner; and

10.35.1.2 During the term of this Contract, the Contractor shall not, and shall not authorize another to, publish or disseminate any commercial advertisements, press releases, feature articles, or other materials using the name of the County without the prior written consent of the County Project Director. The County shall not unreasonably withhold written consent.

10.35.2 The Contractor may, without the prior written consent of the County, indicate in its proposals and sales materials that it has been awarded this Contract with the County of Los Angeles, provided that the requirements of this Subparagraph 10.35 shall apply.

10.36 Record Retention and Inspection/Audit Settlement

The Contractor shall maintain accurate and complete financial records of its activities and operations relating to this Contract in accordance with generally accepted accounting principles. The Contractor shall also maintain accurate and complete employment and other records relating to its performance of this Contract. The Contractor agrees that the County or its authorized representatives shall, upon no less than five (5) days prior notice and during regular business hours (unless otherwise agreed by the parties), have access to and the right to examine, audit, excerpt, copy, or transcribe any pertinent transaction, activity, or record relating to this Contract. Any third party representatives designated by County pursuant to the preceding sentence shall be approved in advance by Contractor, such approval not to be unreasonably withheld or delayed.

All such material, including, but not limited to, all financial records, bank statements, cancelled checks, or other proof of payment, timecards, sign-in/sign-out sheets and other time and employment records, and proprietary data and information, shall be kept and maintained by the Contractor and shall be made available to the County during the term of this Contract and for a period of five (5) years thereafter unless the County's written permission is given to dispose of any such material prior to such time. All such material shall be made available by Contractor at a Contractor location in Los Angeles County.

- 10.36.1 In the event that an audit of the Contractor is conducted specifically regarding this Contract by any Federal or State auditor, or by any auditor or accountant employed by the Contractor or otherwise, then the Contractor shall file a copy of such audit report with the County's Auditor-Controller within thirty (30) days of the Contractor's receipt thereof, unless otherwise provided by applicable Federal or State law or under this Contract. Subject to applicable law, the County shall make a reasonable effort to maintain the confidentiality of such audit report(s).
- 10.36.2 Failure on the part of the Contractor to comply with any of the provisions of this Subparagraph 10.36 shall constitute a material breach of this Contract upon which the County may terminate or suspend this Contract.
- 10.36.3 If, at any time during the term of this Contract or within five (5) years after the expiration or termination of this Contract, representatives of the County conduct an audit of the Contractor regarding the work performed under this Contract, and if such audit finds that the County's dollar liability for any such work is less than payments made by the County to the Contractor, then the difference shall be either: a) repaid by the Contractor to the County by cash payment upon demand or b) at the sole option of the County's Auditor-Controller, deducted from any amounts due to the Contractor from the County, whether under this Contract or otherwise. If such audit finds that the County's dollar liability for such work is more than the payments made by the County to the Contractor, then the difference shall be paid to the Contractor by the County by cash payment, provided that in no event shall the County's maximum obligation for this Contract exceed the funds appropriated by the County for the purpose of this Contract.

10.37 Recycled Bond Paper

Consistent with the Board's policy to reduce the amount of solid waste deposited at the County landfills, the Contractor agrees to use recycled-content paper to the maximum extent possible on this Contract.

10.38 Subcontracting

10.38.1 The requirements of this Contract may not be subcontracted by the Contractor without the advance approval of the County. Any attempt by the Contractor to subcontract without the prior consent of the County may be deemed a material breach of this Contract.

10.38.2 If the Contractor desires to subcontract, the Contractor shall provide the following information promptly at the County's request:

10.38.2.1 A description of the work to be performed by the subcontractor;

10.38.2.2 A draft copy of the proposed subcontract; and

10.38.2.3 Other pertinent information and/or certifications requested by the County.

10.38.3 The Contractor shall indemnify and hold the County harmless with respect to the activities of each and every subcontractor in the same manner and to the same degree as if such subcontractor(s) were Contractor employees.

10.38.4 The Contractor shall remain fully responsible for all performances required of it under this Contract, including those that the Contractor has determined to subcontract, notwithstanding the County's approval of the Contractor's proposed subcontract.

10.38.5 The County's consent to subcontract shall not waive the County's right to prior and continuing approval of any and all personnel, including subcontractor employees, providing services under this Contract. The Contractor is responsible to notify its subcontractors of this County right.

10.38.6 The County Project Director is authorized to act for and on behalf of the County with respect to approval of any subcontract and subcontractor employees. After approval of the subcontract by

the County, Contractor shall forward a fully executed subcontract to the County for their files.

10.38.7 The Contractor shall be solely liable and responsible for all payments or other compensation to all subcontractors and their officers, employees, agents, and successors in interest arising through services performed hereunder, notwithstanding the County's consent to subcontract.

10.38.8 The Contractor shall obtain certificates of insurance, which establish that the subcontractor maintains all the programs of insurance required by the County from each approved subcontractor. The Contractor shall ensure delivery of all such documents before any subcontractor employee may perform any work hereunder to:

County of Los Angeles
Department of Human Resources
Employee Benefits Division
3333 Wilshire Blvd., Suite 1000
Los Angeles, CA 90010
Attention: Mary Gilmore
Phone: 213-738-2192
Fax: 213-637-0821
Email address: mgilmore@hr.lacounty.gov

10.39 Termination for Breach of Warranty to Maintain Compliance with County's Child Support Compliance Program

Failure of the Contractor to maintain compliance with the requirements set forth in Subparagraph 10.12 (Contractor's Warranty of Adherence to County's Child Support Compliance Program) shall constitute a default by the Contractor under this Contract. Without limiting the rights and remedies available to the County under any other provision of this Contract, failure to cure such default within ninety (90) days of written notice by the Los Angeles County Child Support Services Department shall be grounds upon which the County may terminate this Contract pursuant to Subparagraph 10.41 (Termination for Default) and pursue debarment of the Contractor, pursuant to County Code Chapter 2.202.

10.40 Termination for Convenience

10.40.1 This Contract may be terminated, in whole or in part, from time to time, when such action is deemed by the County, in its sole discretion, to be in its best interest. Termination of work hereunder shall be effected by notice of termination to the

Contractor specifying the extent to which performance of work is terminated and the date upon which such termination becomes effective. The date upon which such termination becomes effective shall be no less than thirty (30) business days after the notice is sent.

10.40.2 After receipt of a notice of termination and except as otherwise directed by the County, the Contractor shall:

10.40.2.1 Stop work under this Contract on the date and to the extent specified in such notice, and

10.40.2.2 Complete performance of such part of the work as shall not have been terminated by such notice.

10.40.3 All material including books, records, documents, or other evidence bearing on the costs and expenses of the Contractor under this Contract shall be maintained by the Contractor in accordance with Subparagraph 10.36 (Record Retention and Inspection/Audit Settlement).

10.41 Termination for Default

10.41.1 The County may, by written notice to the Contractor, terminate the whole or any part of this Contract, if, in the judgment of the County Project Manager:

10.41.1.1 Contractor has materially breached this Contract;

10.41.1.2 Contractor fails to timely provide and/or satisfactorily perform any task, deliverable, service, or other work required either under this Contract; or

10.41.1.3 Contractor fails to demonstrate a high probability of timely fulfillment of performance requirements under this Contract, or of any obligations of this Contract and in either case, fails to demonstrate convincing progress toward a cure within five (5) business days (or such longer period as the County may authorize in writing) after receipt of written notice from the County specifying such failure, provided County has pursued, without satisfaction to County, the dispute resolution process set forth in Subparagraph 10.29 (Notice of Disputes) in respect of such alleged failure.

10.41.2 In the event that the County terminates this Contract in whole or in part as provided in Subparagraph 10.41.1, the County may procure, upon such terms and in such manner as the County may deem appropriate, goods and services similar to those so terminated. The Contractor shall be liable to the County for any and all excess costs incurred by the County, as determined by the County, for such similar goods and services. The Contractor shall continue the performance of this Contract to the extent not terminated under the provisions of this Subparagraph 10.41.

10.41.3 Except with respect to defaults of any subcontractor, the Contractor shall not be liable for any such excess costs of the type identified in Subparagraph 10.41.2 if its failure to perform this Contract arises out of causes beyond the control and without the fault or negligence of the Contractor. Such causes may include, but are not limited to: acts of God or of the public enemy, acts of the County in either its sovereign or contractual capacity, acts of Federal or State governments in their sovereign capacities, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case, the failure to perform must be beyond the control and without the fault or negligence of the Contractor. If the failure to perform is caused by the default of a subcontractor, and if such default arises out of causes beyond the control of both the Contractor and subcontractor, and without the fault or negligence of either of them, the Contractor shall not be liable for any such excess costs for failure to perform, unless the goods or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the Contractor to meet the required performance schedule. As used in this Subparagraph 10.41.3, the terms "subcontractor" and "subcontractors" mean subcontractor(s) at any tier.

10.41.4 If, after the County has given notice of termination under the provisions of this Subparagraph 10.41, it is determined by the County that the Contractor was not in default under the provisions of this Subparagraph 10.41, or that the default was excusable under the provisions of Subparagraph 10.41.3, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to Subparagraph 10.40 (Termination for Convenience).

10.41.5 The rights and remedies of the County provided in this Subparagraph 10.41 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

10.42 Termination for Improper Consideration

10.42.1 The County may, by written notice to the Contractor, immediately terminate the right of the Contractor to proceed under this Contract if it is found that consideration, in any form, was offered or given by the Contractor, either directly or through an intermediary, to any County officer, employee, or agent with the intent of securing this Contract or securing favorable treatment with respect to the award, amendment, or extension of this Contract or the making of any determinations with respect to the Contractor's performance pursuant to this Contract. In the event of such termination, the County shall be entitled to pursue the same remedies against the Contractor as it could pursue in the event of default by the Contractor.

10.42.2 The Contractor shall immediately report any attempt by a County officer or employee to solicit such improper consideration. The report shall be made either to the County manager charged with the supervision of the employee or to the County Auditor-Controller's Employee Fraud Hotline at (800) 544-6861.

10.42.3 Among other items, such improper consideration may take the form of cash, discounts, services, the provision of travel or entertainment, or tangible gifts.

10.43 Termination for Insolvency

10.43.1 The County may terminate this Contract forthwith in the event of the occurrence of any of the following:

10.43.1.1 Insolvency of the Contractor. The Contractor shall be deemed to be insolvent if it has ceased to pay its debts for at least sixty (60) days in the ordinary course of business or cannot pay its debts as they become due, whether or not a petition has been filed under the Federal Bankruptcy Code and whether or not the Contractor is insolvent within the meaning of the Federal Bankruptcy Code;

10.43.1.2 The filing of a voluntary or involuntary petition regarding the Contractor under the Federal Bankruptcy Code;

10.43.1.3 The appointment of a Receiver or Trustee for the Contractor; or

10.43.1.4 The execution by the Contractor of a general assignment for the benefit of creditors.

10.43.2 The rights and remedies of the County provided in this Subparagraph 10.43 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

10.44 Termination for Non-Adherence of County Lobbyist Ordinance

The Contractor and each County Lobbyist or County Lobbying firm, as defined in County Code Section 2.160.010 retained by the Contractor, shall fully comply with the County's Lobbyist Ordinance, County Code Chapter 2.160. Failure on the part of the Contractor or any County Lobbyist or County Lobbying firm retained by the Contractor to fully comply with the County's Lobbyist Ordinance shall constitute a material breach of this Contract, upon which the County may in its sole discretion, immediately terminate, or suspend this Contract.

10.45 Termination for Non-Appropriation of Funds

Notwithstanding any other provision of this Contract, the County shall not be obligated for the Contractor's performance hereunder or by any provision of this Contract during any of the County's future fiscal years unless and until the Board appropriates funds for this Contract in the County's Budget for each such future fiscal year. In the event that funds are not appropriated for this Contract, then this Contract shall terminate as of June 30 of the last fiscal year for which funds were appropriated. The County shall notify the Contractor in writing of any such non-allocation of funds at the earliest possible date.

10.46 Validity

If any provision of this Contract or the application thereof to any person or circumstance is held invalid, the remainder of this Contract and the application of such provision to other persons or circumstances shall not be affected thereby.

10.47 Waiver

No waiver by either party of any breach of any provision of this Contract shall constitute a waiver of any other breach or of such provision. Failure of either party to enforce at any time, or from time to time, any provision of this Contract shall not be construed as a waiver thereof. The rights and remedies set forth in this Subparagraph 10.47 shall not be exclusive and

are in addition to any other rights and remedies provided by law or under this Contract.

10.48 Warranty Against Contingent Fees

10.48.1 The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this Contract upon any contract or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business.

10.48.2 For breach of this warranty, the County shall have the right to terminate this Contract, and, at its sole discretion, deduct from the Contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

11. OWNERSHIP OF MATERIALS, SOFTWARE AND COPYRIGHT

11.1 The County acknowledges that in the course of providing communication consulting services to the County, Contractor shall make available a personalized portal, online tutorials, animated presentations, and online modeling tools using preexisting programming language and software, and agrees that all such items and proprietary rights therein (including, but not limited to, specifications, database structures, techniques, know-how, methods, procedures, programming, source codes, operating tools, templates and related documentation and including all additions, improvements and modifications made thereto in the course of the Contractor performing such services) are proprietary in nature and together with all patent, copyright, and trade secret rights belong exclusively to the Contractor. Notwithstanding the foregoing sentence, the County shall be the sole owner of all right, title and interest, including copyright, in and to all County content (text), logos and other branding, in print or online and all other materials of all types (hereafter "materials") which are customized, developed, originated or created through the Contractor's work for the County pursuant to this Contract. The Contractor, for valuable consideration herein provided, shall execute all documents necessary to assign and transfer to, and vest in the County all of the Contractor's right, title and interest in and to such original materials, including any copyright, and trade secret rights therein which arise pursuant to the Contractor's work for the County under this Contract.

11.2 During the term of this Contract and for five (5) years thereafter, the Contractor shall maintain and provide security for all of the Contractor's working papers prepared for the County under this Contract. The County

shall have the right to inspect, copy, and use at any time during and for one (1) year subsequent to the term of this Contract, any and all such materials in such working papers.

- 11.3 Any and all materials, software, and tools which are developed or were originally acquired by the Contractor outside the scope of this Contract, which the Contractor desires to use hereunder, shall be deemed to be proprietary or confidential, whether or not specifically identified by the Contractor to the County Project Manager as proprietary or confidential, and whether or not plainly and prominently marked by the Contractor as "Proprietary" or "Confidential" on each appropriate page of any document containing such material.
- 11.4 The County will use reasonable means to ensure that the Contractor's proprietary and/or confidential items are safeguarded and held in confidence. The County agrees not to reproduce, distribute or disclose to non-County entities any such proprietary and/or confidential items without the prior written consent of the Contractor.
- 11.5 Notwithstanding any other provision of this Contract, the County will not be obligated to the Contractor in any way under Subparagraph 11.4 for any disclosure which the County is required to make under any State or Federal law or order of court.
- 11.6 All the rights and obligations of this Paragraph 11 shall survive the expiration or termination of this Contract.

12. PATENT, COPYRIGHT AND TRADE SECRET INDEMNIFICATION

- 12.1 The Contractor shall indemnify, hold harmless and defend the County, its Special Districts, elected and appointed officers, employees, and agents from and against any and all liability (actual or alleged), damages, costs, and expenses, including, but not limited to, reasonable defense costs and attorneys' fees, for or by reason of any actual or alleged infringement of any third party's patent or copyright or trademark or any actual or alleged unauthorized trade secret disclosure, arising from or related to the operation and utilization of the Contractor's work under this Contract. The County shall inform the Contractor as soon as practicable of any claim or action alleging such infringement or unauthorized disclosure, and shall support the Contractor's defense and settlement thereof. Any legal defense pursuant to Contractor's indemnification obligations under this Paragraph 12 shall be conducted by Contractor and performed by counsel selected by Contractor.
- 12.2 In the event any equipment, part thereof, or software product created by the Contractor for the County pursuant to this Contract becomes the subject of any complaint, or proceeding alleging infringement or

unauthorized disclosure, such that the County's continued use of such item in the original form provided by the Contractor and for the original purpose for which the work was created by the Contractor is formally restrained, enjoined by a court of competent jurisdiction, the Contractor, at its sole expense, and providing that the County's continued use of the system is not materially impeded, shall either:

- Procure for the County all rights to continued use of the questioned equipment, part, or software product; or
- Replace the questioned equipment, part, or software product with a non-questioned item; or
- Modify the questioned equipment, part, or software so that it is free of claims.

12.3 The Contractor shall have no liability if the alleged infringement or unauthorized disclosure is based upon a use of the questioned product, either alone or in combination with other items not supplied by the Contractor, in a manner for which the questioned product was not designed nor intended, nor by any party other than the County.

13. ARM'S LENGTH NEGOTIATIONS

This Contract is the product of an arm's length negotiation between Contractor and the County. Each party has had at all times the opportunity to receive advice from independent counsel of its own choosing. Accordingly, this Contract is to be interpreted fairly as between the parties, and not strictly construed as against either party as drafter or creator.

14. SURVIVAL

The following Paragraphs of this Contract shall survive its expiration or termination for any reason: 1 (Contract and Interpretation), 6 (Prices and Fees), 11 (Ownership of Materials, Software and Copyright), 12 (Patent, Copyright and Trade Secret Indemnification), 13 (Arm's Length Negotiations), and all the terms and conditions set forth in Paragraph 10 (Standard Terms and Conditions).

[Intentionally Left Blank]

EMPLOYEE BENEFITS COMMUNICATIONS CONSULTING SERVICES
AND MATERIALS CONTRACT

IN WITNESS WHEREOF, the Los Angeles County Board of Supervisors has caused this Contract to be subscribed by its Chair and the seal of such Board to be hereto affixed and attested by the Executive Officer thereof, and Contractor has caused this Contract to be subscribed in its behalf by its authorized officer, effective as of the date approved by such Board.

COUNTY OF LOS ANGELES

BUCK CONSULTANTS, LLC
CONTRACTOR

By: *Yvonne B. Bunker*
Chair, Board of Supervisors

By: *Kathryn J. Van Hulzen*
Name: *Kathryn J. Van Hulzen*

ATTEST
SACHI A. HAMAI
Executive Officer
Los Angeles County
Board of Supervisors

Title: *Principal*
Date: *2/13/08*

By: *Sachi A. Hamai*
Deputy



I hereby certify that pursuant to
Section 25103 of the Government Code,
delivery of this document has been made.

SACHI A. HAMAI
Executive Officer
Clerk of the Board of Supervisors

By: *Sachi A. Hamai*
Deputy

APPROVED AS TO FORM:
RAYMOND G. FORTNER, JR.
County Counsel

ADOPTED
BOARD OF SUPERVISORS
FILES

By: *Stephen Morris* Date: *2-13-08*
Principal Deputy County Counsel

12

MAR 04 2008

Sachi A. Hamai
SACHI A. HAMAI
EXECUTIVE OFFICER

EXHIBIT A
STATEMENT OF WORK

Statement of Work

1.0 SCOPE OF WORK

The Contractor shall take all necessary steps to provide communications consulting and production supervision services that ensure high quality, effective employee benefit communication services. This includes materials for annual enrollment and new hire/newly eligible enrollments. Such communication materials will include, but not be limited to, written booklets and brochures describing County flexible benefit program benefits and methods of enrollment, newsletters, forms, and other communication materials or media considered by the County as necessary to complete successful annual and new employee enrollments.

The goal of the communication program is to:

1. Provide engaging and understandable full disclosure of employee benefits;
2. Promote affirmative annual benefits enrollment;
3. Ensure that employees are able to make informed, educated, and considered decisions at enrollment about their benefits; and
4. Fulfill the County's legal and statutory requirements.

Services provided by the Contractor integrate professional consulting, marketing, and strategy planning with artistic/creative designing of communications materials and the technical production and delivery of the materials.

In addition, the Contractor shall provide communication consulting services and products for other employee benefits programs as requested by the County from time to time. For purposes of this Agreement, services provided by the Contractor shall be divided into two parts (herein referred to as Part I and Part II).

The County will endeavor to provide, or cause its employees, agents, or other service providers to provide accurate data, documents, and other information reasonably necessary for Contractor to provide the services specified in the Contract (e.g., insurance rates and contributions).

2.0 DEFINITIONS

The following definitions apply to this Statement of Work (SOW) describing the major responsibilities and duties of the County and the Contractor.

- 2.1 "Cafeteria Benefit Plan", also referred to as a flexible benefit program, established pursuant to Section 125 of the Internal Revenue Service Code.
- 2.2 "Communication Materials" means all materials produced for the purpose of communicating employee benefits.

- 2.3 "Consulting" denotes, but is not limited to, developing enrollment strategies and timetables, providing strategic recommendations and marketing campaigns, planning, giving expert professional advice, comparing views and/or effectiveness, artistic and creative designing, technical writing and composition, and editing.
- 2.4 "Media Element" signifies a discrete portion of the consulting services and communications materials and means for dissemination of information for which specific consulting fees and production costs may be identified. Examples may include books, newsletters, CD's, DVD's, web portals, training programs, billboards, advertisements, direct mail, catalogs, and radio/television/internet.
- 2.5 "Production Costs" means the fees charged by the Contractor for communications materials, and includes, but is not limited to, printing expenses, collating, stuffing, distribution, and in some instances may include postage. Such costs shall reflect costs actually incurred by the Contractor for communications materials and shall not include any commissions or mark-ups over and above the amounts paid to any subcontractor.
- 2.6 "Production Supervision" means Contractor supervision of efforts by a third party to perform work that is authorized and approved for completion by the County. This includes, but is not limited to, completing projects within the scheduled project timeline, ensuring accurate and error free media, and distribution of products within the requisite promised time limits.
- 2.7 "Project" means an organized effort involving the use of substantial consultant input or production supervision to produce new or significantly revised/reworked communications materials for one or more employee benefits program(s).

3.0 CONTRACTOR RESPONSIBILITIES

The Contractor shall provide the following services:

3.1 Meetings

- 3.1.1 Meet with County staff and other program participants as required (generally 14 times per year) to provide advice on communication policy and strategy, develop and present communication marketing strategies, review, revise, and finalize communications materials, resolve program issues, and discuss other related matters.
- 3.1.2 Meet with the County joint labor/management committees, the Benefits Administration Committee (BAC) and the Employee Benefits Administration Committee (EBAC) upon their request (generally 14 times per committee per year), and their subcommittees in regards to benefits for represented employees. The purpose of such meetings is to provide Committee input and guidance to the communication process and to solicit progress reports from the Contractor.

3.2 General Responsibilities

- 3.2.1 Contractor shall submit all phases of communications material development to the County Project Manager or designee for review and comply with all County editing requests.
- 3.2.2 Contractor shall review the content and structure of the communication materials to ensure compliance with Federal and State law and consistency with insurance carrier rates and descriptions of benefits.
- 3.2.3 Contractor shall convert all communication products into an electronic format, i.e., PDF, and transmit to County Project Manager and third party administrator (TPA) for online access/archive.

PART I SERVICES

Part I services will include all consulting services, communications materials for annual enrollment and enrollment of new hires and newly eligible employees as well as web-based products, production supervision, production, collation, and fulfillment. Part I services shall be performable during the entire term of the Contract. All items and services utilized are compensable as set forth in Exhibit B (Contract Rates) of this Contract.

Part I Services shall include, but not be limited to:

3.3 New Strategy

Contractor shall develop an innovative strategy to overcome the obstacles with the current communications materials that prevent employees from engaging in the annual enrollment process. Such materials shall educate employees and reflect in a clear and accurate manner all plan features, enrollment information, and other necessary disclosures.

3.3.1 Brand Development

In Year 1 of the Contract, Contractor shall develop branding concepts for each benefit plan, which shall include color palette, typography, and image use for each sub-brand, and develop templates for written communication materials, newsletters, and posters.

3.3.2 Research and Strategy Development

3.3.2.1 In Year 1 of the Contract, Contractor shall conduct up to 30 employee focus groups at up to 15 County locations.

3.3.2.2 In Year 1 of the Contract, Contractor shall conduct web and paper surveys to obtain employee opinions. In Years 2

through 5, Contractor shall conduct web surveys to update research findings.

3.3.2.3 Contractor shall develop a detailed communication strategy annually based on research findings that shall include communication strategy planning, development, and modifications. Contractor shall provide County with a final strategy, including a detailed project schedule.

3.3.2.4 Contractor shall develop a unique theme for the employee benefit enrollment program that will stimulate enrollment and facilitate employee participation in the process.

3.3.3 Planned Deliverables

Contractor shall develop enrollment strategies, timetables, and design, compose, edit, print, or otherwise reproduce communication materials for annual enrollment and enrollment for newly hired or newly eligible County employees, flexible spending account process, and other related deliverables that are approved by County, and deliver or mail materials as specified in this SOW. Such communication materials shall explain in a clear and accurate manner, all plan features, costs, enrollment procedures, and other information necessary to allow plan participants to make informed decisions concerning benefit choices.

Contractor shall provide the following print materials as dictated by the County. Contractor shall comply with County's editing requests. Contractor will generally deliver a first and second draft of each communication element in Word to each Committee, and two drafts in layout. In the first year, it is anticipated that additional drafts will be required. All materials must be approved by the County. Any correction required as the result of Contractor error shall not be considered a draft.

The approximate volumes for each deliverable are described below. These numbers are estimates only, based on current employee population trends, and are considered workload caps. The employee population may fluctuate between cafeteria benefit plans, and employees may migrate from one cafeteria plan to another over the duration of the Contract. As a result, employee counts may shift between cafeteria plans. County costs shall be based upon actual numbers of materials produced by Contractor and not by the approximate numbers that are specified below.

3.3.3.1 Annual Enrollment Materials

A. Contractor shall plan, design, produce, publish, and collate annual enrollment packets to be mailed to employees participating in the County's four cafeteria

benefit plans, to include but not be limited to a cover letter (four separate and distinct versions for active employees), highlights brochure (approximately 8 pages in length) for each of the four cafeteria benefit plans which may serve as a summary of material modifications over the term of the Contract, envelopes, prescription drug coverage and Medicare notices, notice on pensionability for the two non-represented plans (Flex/MegaFlex), worksheet provided by the TPA, and benefit comparison chart. (Approximate number: Choices 43,000; Flex 2,200; MegaFlex 13,000; Options 60,000. Note: numbers may vary between groups.)

- B. In Year 1, Contractor shall plan, design, and print Summary Plan Descriptions for each of the four cafeteria benefit plans and mail to employees with annual enrollment packets. Each SPD will be approximately 52 pages.

3.3.3.2 New Hire/Newly Eligible Enrollment Materials for Non-Represented Employees

Each year, Contractor shall plan, design, produce, publish, collate, and deliver to the County's TPA new hire enrollment packets to be mailed to newly hired or newly eligible non-represented employees participating in the County's three cafeteria benefit plans, to include but not be limited to a cover letter (three separate and distinct versions for new hires), envelopes, highlights brochure (approximately 8 pages in length) for each of the three cafeteria benefit plans which may serve as a summary of material modifications, summary plan description, benefit comparison chart, and for two of the three benefit plans (Choices and Options) a change of beneficiary card provided by the life insurance carrier. (Approximate number: Choices 1,200; MegaFlex 4,000; Options 1,200. Note: numbers may vary between groups.)

3.3.3.3 New Hire/Newly Eligible Enrollment Materials for Represented Employees

Each year Contractor shall plan, design, produce, publish, collate, and deliver to the Coalition of County Unions (CCU) and SEIU Local 721 (Local 721) enrollment companies new hire enrollment packets to be given to newly hired or newly eligible represented employees participating in the union-sponsored, one-on-one laptop enrollment. Packets to include but not be limited to a cover letter (two separate and distinct versions for new hires), envelopes, highlights brochure

(approximately 8 pages in length) for each of the two cafeteria benefit plans which may serve as a summary of material modifications, summary plan description, benefit comparison chart, a change of beneficiary card provided by the life insurance carrier, and a one- to two-page notice explaining union-sponsored universal life insurance. (Approximate number: Choices 12,000; Options 12,000. Note: numbers may vary between groups.)

3.3.3.4 Flexible Spending Account (FSA) Booklets and Claims Kits

Contractor shall plan, design, publish, collate, and deliver FSA booklets and FSA Claims Kits. The kit shall contain envelope, spending account booklet, claim forms, direct deposit form, HIPAA privacy notice, and address labels. Contractor shall deliver 100 booklets to DHR, 250 to the CCU, 250 to Local 721 and all remaining booklets to the County TPA by September 30th each year and deliver all FSA Spending Account Claims Kits to the County TPA by December 1st each year. (Approximate number: 70,000 booklets of which 60,000 booklets are to be put into Spending Account Claims Kits.)

3.3.3.5 Annual Enrollment Newsletters

Contractor shall plan, design, publish, mail, and pay postage costs for two annual enrollment newsletters to represented employees announcing the annual enrollment and benefit changes for the next Plan Year. (Approximate number: Choices 43,000; Options 60,200. Note: numbers may vary between groups.) Contractor is permitted to include information from health care vendors in mailing.

3.3.3.6 Annual Enrollment Posters

Contractor shall plan, design, print, and deliver a separate annual enrollment poster for each cafeteria benefit plan, Choices and Options, in two sizes (8½" x 11" and 17" x 22") to County departments (distribution to approximately 60 locations). (Approximate number: Choices 2,000; Options 2,000. Note: numbers may vary between groups.)

3.3.3.7 Envelopes

Contractor shall provide on an annual basis 12,000, 9" x 12" plain white window envelopes, printed with TPA's return address, and deliver to TPA by mid-September.

3.3.4 Training

3.3.4.1 Contractor shall implement, at the discretion of the County, training programs in Year 2 of the Contract and will include, but not be limited to:

- A. Customized training for DHR Hot Line staff. This training will continue throughout the contract term.
- B. Training for departmental Human Resources Managers and staff and union enrollers.
- C. 20-minute Web-based enrollment tutorial.
- D. 20-minute Web-based tutorials on specific content areas that will be based on results of employee focus groups (10 tutorials).

3.3.5 Web-based Communication Program

A web-based communication program shall be implemented in Year 2 of the Contract and may be used for the duration of the Contract. It will include all or parts of the following elements, as dictated by the County:

3.3.5.1 Animated On-line Presentations

Contractor shall develop and implement animated on-line presentations for each of the cafeteria benefit plans. Estimated length is 20 screens.

3.3.5.2 Personalized Portal

Build and implement a personalized portal that has both an employee view and administrator view. Personalized portal hosting fees are paid by Contractor and are included in Exhibit B (Contract Rates).

3.3.5.3 On-line Decision Support Tools

Develop and implement various on-line decision support tools including various calculators for computing various costs and savings, such as Health Care wizard, out-of-pocket cost calculator, tax savings calculator, and health plan comparison calculator.

3.3.6 Wellness Communication

Beginning in Year 2 of the Contract, Contractor shall develop, design, print, fulfill, and mail to employees quarterly wellness newsletters designed as self-mailers. Each newsletter will be four pages and may include up to one page of text targeted by audience (up to eight variations).

PART II SERVICES

3.4 Special Projects

These services shall be project specific in nature. No services for these special projects shall be performed unless expressly authorized in writing by the DOP and CEO or their designee. Communications and related services for special projects shall be compensable under the hourly billing arrangement set forth in Exhibit B (Contract Rates). All communication materials, services, and projects approved by the County must include a production schedule to ensure materials are available on the date determined by the County. Such services may include, but not be limited to the following:

- 3.4.1 Plan and conduct tests to determine the effectiveness of the employee benefits strategies and/or materials.
- 3.4.2 Develop communication strategies and/or materials for new benefits or programs and one-time only projects, such as a second or extended enrollment period.
- 3.4.3 Provide any consulting necessary for benefits program support.
- 3.4.4 Provide audio, video, slides, web, electronic, and other media products, as requested by the County.
- 3.4.5 Develop additional training materials and conduct additional training sessions.
- 3.4.6 Provide any other study or activity in the employee benefits area not otherwise included herein.

4.0 CONTRACTOR FURNISHED ITEMS

4.1 General

The Contractor shall furnish all personnel, transportation, supplies, equipment, materials and other items necessary to provide all services required under this Contract. These include, but are not limited to the following items and activities:

- 4.1.1 The Contractor shall maintain an office in County of Los Angeles or in an adjacent county. Phone, fax, computer, and travel-related expenses for meetings are the responsibility of the Contractor and not the County.
- 4.1.2 The Contractor shall provide courier service between the Contractor's office and the County. The Contractor shall pay the costs of such services out of its own resources.
- 4.1.3 The Contractor shall maintain a mail house or subcontract for this service to store, collate, and mail communications and other materials.

5.0 QUALITY CONTROL PLAN

- 5.1 The Contractor shall establish and utilize a comprehensive Quality Control Plan to assure the County a consistently high level of service and production throughout the term of the Contract that meet or exceed any requirements as may be required. The Plan must be submitted to the County Project Manager for review at least ten (10) business days prior to Contractor beginning work under this Contract.

The Quality Control Plan must address County customer service issues and prompt resolution. These include compliance with time constraints of the project timeline, the editorial review process, the clarity, accuracy, and presentation of information, appropriate benefit information conveyance, and any other related matter. The plan should include procedures for addressing these matters.

- 5.2 The Plan shall include, but is not limited to the following information:
 - 5.2.1 Specific activities to be monitored must include, but are not limited to, the proposed monitoring system of all services listed on the Performance Requirements Summary (PRS) based on information provided in Attachment 1 of this SOW;
 - 5.2.2 Methods of monitoring to include processes for verifying authenticity of reporting data;
 - 5.2.3 Methods of monitoring to ensure quality of all communication materials. Contractor must ensure that all materials are grammatically correct, free from punctuation and typographical errors, and benefit information is accurate and located in the correct section of the material and labeled appropriately before the final product is produced and distributed;
 - 5.2.4 Frequency of monitoring;
 - 5.2.5 Samples of forms to be used in monitoring;

5.2.6 Job title and level of personnel performing monitoring functions; and

5.2.7 Contractor's written policy and procedures regarding licensing, certifications and training requirements for staff.

5.3 The Contractor shall have an ongoing system of quality assurance/improvement, and shall keep quality control records. These records must include, but are not limited to, the time a problem was first identified, clear description of the problem, corrective action taken, and the time elapsed between identification and completed corrective action.

5.4 County Inspection

Contractor shall be prepared to make its personnel, facilities, and techniques available for inspection at reasonable times without prior notice by representatives of DHR and Auditor-Controller.

6.0 QUALITY ASSURANCE PLAN

The County will evaluate the Contractor's performance, including clarity and accuracy of all enrollment materials, under this Contract using the quality assurance procedures as defined in Subparagraph 10.15 (County's Quality Assurance Plan) of this Contract.

6.1 Performance Evaluation Meetings

County and Contractor shall meet on at least an annual basis, and more frequently if deemed necessary. In the event that the County Project Manager issues a Contract Discrepancy Report (Attachment 1), then the meeting will be scheduled within five (5) days. Contractor's failure to attend any such scheduled meeting will cause an assessment of up to one hundred dollars (\$100) pursuant to Attachment 1 (Performance Requirements Summary).

Written records of each meeting will be prepared by the County Project Manager, stating the issues discussed, problems resolved, problems not resolved and pending, and possible future issues. The report must be reviewed and approved by the Contractor Project Manager. In the event the Contractor does not concur with any part of the report, then Contractor shall submit a written response to the County Project Manager within ten (10) business days of receipt of the report. The County Project Manager will review both documents and make a determination, which will be considered final.

6.2 Review of Status Reports

On a monthly basis after Contractor begins providing services under this Contract, Contractor shall submit to the County Project Manager a monthly status report. The report shall include status of each project, including date started and date completed, brief description of work completed and work

pending, deliverables, issues and problems, corrective action taken to resolve issues/problems, and future projects.

6.3 Contract Discrepancy Report (Attachment 2)

Verbal notification of a contract discrepancy will be made to the Contractor Project Manager as soon as possible whenever a contract discrepancy is identified. The problem shall be resolved within a time period mutually agreed upon by the County and the Contractor.

The County Contract Manager will determine whether a formal Contract Discrepancy Report will be issued. Upon receipt of such a report, the Contractor is required to respond in writing to the County Project Manager within five (5) business days, acknowledging the reported discrepancies or presenting contrary evidence. Contractor must submit its plan to correct the deficiency(ies) identified in the Contract Discrepancy Report to the County Project Manager within ten (10) business days.

6.4 County Observations

In addition to DHR Contract Section staff, other County personnel may observe performance and activities, and review documents relevant to this Agreement at any time during normal business hours.

7.0 COUNTY RESPONSIBILITIES

7.1 County shall provide Contractor with updated information on benefits pertaining to annual enrollments, enrollments of new hires and newly eligible employees (e.g., insurance rates and contributions) that must be included in communications materials within a reasonable time before information must be sent to employees. The County shall verify the accuracy of the information provided.

7.2 County shall review and approve all communication materials before final production and scheduled distributions. Contractor shall provide the County with an approval form upon completion of each media element. County shall indicate approval of each media element by signing and faxing the form to Contractor. Contractor will not print, distribute, or post online any media element before receipt of signed approval form.

7.3 In the event of special projects, County shall notify Contractor as soon as projects become known.

8.0 REPORTING REQUIREMENTS

Prior to the contract implementation, the Contractor and County Project Manager shall prepare a list of required reports and records, with time deadlines. The County reserves the right to final review and approval of the format on all reports, to request

additional reports, and/or request changes to existing reports during the term of this Contract. The reports shall include but are not limited to:

- 8.1 Project schedule and timeline – provide a schedule for every task performed with the name of the person or party responsible for the task as requested. This may require weekly or daily updates during critical times of year.
- 8.2 Monthly Invoices and Status/Progress Reports – monthly reports shall be submitted to the County Project Manager for review and approval by the 15th day of the month following the reporting period.
- 8.3 Quarterly Quality Control Compliance Report – quarterly reports shall be submitted no later than the last day of the subsequent quarter.
- 8.4 Annual Report – a comprehensive summary of the activities, issues, problem areas and resolutions, and cost of the various projects for the year. It will include an assessment of the communication program and recommendations for improvement.

The annual report shall be prepared and submitted to the County Project Manager no later than the end of the first quarter of the following year.
- 8.5 Other – provide ad hoc reports upon request.

9.0 PERFORMANCE REQUIREMENTS SUMMARY (PRS)

All listings of services used in the PRS, Attachment 1 to this SOW, are intended to be completely consistent with the Contract and the SOW, and are not meant in any case to create, extend, revise, or expand any obligation of Contractor beyond that defined in the Contract and the SOW. In any case of apparent inconsistency between services as stated in the Contract, the SOW and the PRS, the meaning apparent in the Contract and SOW will prevail. If any service created in this PRS is not clearly and directly set forth in the Contract and the SOW, that apparent service will be void and place no requirement on the Contractor.

When the Contractor's performance does not conform to the requirements of this Contract, the County will have the option to apply the following non-performance remedies:

- Require Contractor to implement a formal corrective action plan, subject to approval by the County. In the plan, the Contractor must include reasons for the unacceptable performance, specific steps to return performance to an acceptable level, and monitoring methods to prevent recurrence.
- Reduce payment to Contractor by a computed amount based on the penalty fee(s) in the PRS.

- Reduce, suspend, or cancel this Contract for systemic, deliberate misrepresentations or unacceptable levels of performance.
- Failure of the Contractor to comply with or satisfy the request(s) for improvement of performance or to perform the neglected work specified within ten (10) business days shall constitute authorization for the County to have the service(s) performed by others. The entire cost of such work performed by others as a consequence of the Contractor's failure to perform said service(s), as determined by the County, shall be credited to the County on the Contractor's future invoice.

This section does not preclude the County's right to terminate the Contract upon ten (10) business days written notice with or without cause, as provided for in Paragraph 10 (Standard Terms and Conditions), Subparagraph 10.40 (Termination for Convenience) of this Contract.

10.0 OTHER REQUIREMENTS

10.1 General

The County reserves the right to prepare, design, and produce communication materials using sources other than the Contractor or other vendors that are used by the Contractor.

10.2 Upon expiration of this Contract, or in the event of cancellation, all communications materials will be captured and provided to the County within ten (10) business days of the County's request as follows:

- Brochures, flyers, newsletters, posters, and other printed communications with graphic elements will be provided in Adobe InDesign (graphic design file/format) and/or pdf.
- Presentations will be provided in Microsoft PowerPoint and/or pdf.
- SPDs and other documents created in Microsoft Word will be provided in Microsoft Word.
- Web-based content will be provided in a pdf format.

All materials produced for the County are the sole property of the County.

10.3 Contractor shall provide any and all tools, equipment, and necessary supplies to design, edit, produce, and collate different types of communications materials. Contractor shall be responsible for maintaining all equipment and tools.

Attachment 1 to Exhibit A Statement of Work – Performance Requirements Summary (PRS) Chart

SPECIFIC PERFORMANCE REFERENCE	SERVICE	ACCEPTABLE DEVIATION FROM STANDARD	MONITORING METHOD	DEDUCTIONS AND/OR FEES ASSESSED
SOW 3.1.1 Meetings	Meet with County staff and other program participants, as required, to provide advice on communication policy and strategy, develop and present communications marketing strategies, review, revise, and finalize communications materials, resolve program issues and discuss other related matters.	None	Observation	\$50 per occurrence
SOW 3.1.2 Meetings	Meet with County joint labor/management committees (BAC & EBAC) and subcommittees upon request to provide Committee input and guidance to communication process and to solicit status reports from Contractor, as they relate to benefits for represented employees.	None	Observation	\$50 per occurrence
SOW 3.3.1 Brand Development	Develop branding concepts for each cafeteria plan, include color palette, typography, and image use for each sub-brand. Develop templates for PowerPoint, newsletters and posters.	None	Observation & Inspection	\$50 per day past completion date mutually agreed upon by
SOW 3.3.2.1 Research and Strategy Development	Conduct focus groups to identify factors that are causing lack of employee participation in the enrollment process in Year 1 of Contract.	None	Observation & Inspection	\$50 per day past date mutually agreed upon by both parties for submission of report
SOW 3.3.2.2 Research and Strategy Development	Conduct web and paper surveys in Year 1. Conduct web surveys from Year 2 through duration of Contract to update research.	None	Observation & Inspection	\$50 per day past date mutually agreed upon by both parties for completion of survey

Attachment 1 to Exhibit A Statement of Work – Performance Requirements Summary (PRS) Chart

SOW 3.3.2.3 Research and Strategy Development	Develop communication strategy based on research findings. Provide final strategy, including detailed project schedule.	None	Observation & Inspection	\$50 per day past date mutually agreed upon by both parties to submit final strategy
SOW 3.3.3.1.A Annual Enrollment Materials	Plan, design, produce, publish, and collate, mail annual enrollment packets for each cafeteria plan, to include cover letter, highlights brochure that serves as a summary of material modifications (SMM), envelopes, prescription drug coverage and Medicare notices, notice of pensionability for the two non-represented plans, worksheet provided by TPA and benefit comparison chart.	None	Observation & Inspection	\$200 per day past date specified by County for mailing materials
SOW 3.3.3.1.B Annual Enrollment Materials	Plan, design, publish and collate Summary Plan Descriptions (SPD) for each cafeteria benefit plan and send to employees with annual enrollment packets in Year 1 of Contract.	None	Observation & Inspection	\$200 per day past date specified by County for mailing SPD to employees
SOW 3.3.3.2 New Hire/Newly Eligible Enrollment Materials for Non-represented Employees	Plan, design, publish, collate and deliver enrollment packets to County's TPA, to be mailed to employees participating in three cafeteria plans, to include cover letter, envelopes, highlights brochure that serves as SMM, SPD, benefit comparison chart, and flyer to explain universal life insurance benefits (Choices and Options).	None	Observation & Inspection	\$200 per day past date specified by County for delivering materials
SOW 3.3.3.3 New Hire/Newly Eligible Enrollment Materials for Represented Employees	Plan, design, produce, publish, collate and deliver new hire enrollment packets to CCU and Local 721 enrollment company, to be given to newly hired/newly eligible represented employees participating in union-sponsored, one-on-one laptop enrollment. Includes cover letter, envelopes, highlights brochure that serves as SMM, SPD, benefits comparison chart, flyer to explain universal life insurance benefits.	None	Observation & Inspection	\$200 per day past date specified by County for delivering materials

Attachment 1 to Exhibit A Statement of Work – Performance Requirements Summary (PRS) Chart

SOW 3.3.3.4 Flexible Spending Account (FSA) Booklets and Claims Kits	Develop, design, print, collate and deliver FSA booklets and Claim kits to designated locations. Deliver kits that contain envelope, booklet, claim forms, direct deposit form, HIPAA notice and address labels to TPA.	None	Observation & Inspection	\$100 per day past date for completing final products and delivering to specified parties
SOW 3.3.3.5 Annual Enrollment Newsletters	Plan, design, print, publish, mail and pay postage for annual enrollment newsletters to represented employees announcing annual enrollment and benefit changes for next plan year.	None	Observation & Inspection	\$100 per day past date specified by County for mailing to represented employees
SOW 3.3.3.6 Annual Enrollment Posters	Plan, design, publish and deliver two separate versions of Choices and Options annual enrollment posters in two sizes to County departments.	None	Observation & Inspection	\$50 per day past date specified by County for delivering posters
SOW 3.3.3.7 Envelopes	Provide and print County TPA's return address on 12,000 plain window envelopes and deliver to County TPA by mid-September.	None	Inspection & Verification by TPA	\$25 per day past date specified by County for delivery
SOW 3.3.4.1.C Training	Web-based enrollment tutorial that explains enrollment process, accessible through personalized web portals. (From Year 2 through duration of Contract).	None	Inspection, User Complaints & Verification by EB Staff	\$50 per hour system is down and cannot be accessed by employees
SOW 3.3.4.1.D Training	Accessibility of web-based tutorials on specific content areas based on employee focus group responses. (From Year 2 through duration of Contract).	None	Inspection, User Complaints & Verification by EB Staff	\$50 per hour system is down and cannot be accessed by employees

Attachment 1 to Exhibit A Statement of Work – Performance Requirements Summary (PRS) Chart

SOW 3.3.5.1 Animated On-line Presentations	Accessibility of animated on-line presentations for each of the four cafeteria plans, to include flash animation and voiceovers. (From Year 2 through duration of Contract)	None	Inspection, User Complaints & Verification by EB Staff	\$50 per hour system is down and cannot be accessed by employees
SOW 3.3.5.2 Personalized Portal	Accessibility of personalized portal with employee view and administrator view. Include development, consulting, testing, project and production management and implementation of personalized portal.	None	Inspection, User Complaints & Verification by EB Staff	\$50 per hour system is down and cannot be accessed by employees
SOW 3.3.5.3 On-line Decision Support Tools	Tools include various calculators for computing various costs and savings, such as Health Care wizard, Out-of-pocket cost calculator, tax savings calculator and plan comparison charts.	None	Inspection, User Complaints & Verification by EB Staff	\$50 per hour system is down and cannot be accessed by employees
SOW 3.3.6 Wellness Communication	Develop, design, produce, fulfill, and mail to employees quarterly wellness newsletters to include targeted messaging beginning in Year 2 of Contract.	None	Observation & Inspection	\$50 per day past date for mailing newsletters, as specified by County
SOW 5.0 Quality Control Plan	Establish and maintain a comprehensive Quality Control Plan to assure County of consistently high level of service. Must be submitted to County Project Director at least ten (10) days prior to beginning work.	None	Observation & Inspection	\$50 per day of delay
SOW 5.0 Quality Control Plan	Ensure that all written materials produced by Contractor are grammatically correct, free from typographical and punctuation errors, and benefit information is accurate and located in the correct section of material before final product is produced.	None	Observation & Inspection	\$25 per occurrence

Attachment 1 to Exhibit A Statement of Work – Performance Requirements Summary (PRS) Chart

SOW 6.1 Performance Evaluation Meetings	Meet with County staff on an as-needed basis, to discuss project status, contract discrepancies, and resolve issues.	None	Observation	\$100 per occurrence
SOW 8.1 Project Schedule and Timeline	Develop project schedule and timeline for all required tasks, including name of Contractor staff responsible for ensuring task is complete. Ensure compliance with all schedules and timelines.	None	Observation & Inspection	\$100 per occurrence of non-compliance
SOW 8.2 Monthly Report	Contractor must submit invoice and monthly status/progress reports to County Project Manager by 15th day of the month following the reporting period.	None	Observation, Inspection & Review Reports	\$25 per day of delay
SOW 8.3 Quarterly Quality Control Compliance Report	Must submit quarterly report to County Project Manager no later than the last day of the subsequent quarter.	None	Observation, Inspection & Review Reports	\$25 per day of delay
SOW 8.4 Annual Report	Contractor must submit annual report to County Project Manager no later than the last day of the first quarter of the following year.	None	Observation, Inspection & Review Report	\$25 per day of delay

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EXHIBIT B CONTRACT RATES

	BASE YEAR 1 2008-2009	BASE YEAR 2 2009-2010	BASE YEAR 3 2010-2011	BASE YEAR 4 2011-2012	BASE YEAR 5 2012-2013	OPTION YEAR 1 2013-2014	OPTION YEAR 2 2014-2015	TOTAL COST
CONTRACT YEAR								
PART I SERVICES	\$559,950	\$1,258,620	\$693,127	\$721,463	\$737,532	\$737,532	\$737,532	\$5,445,756
PART II SERVICES	\$200,000	\$200,000	\$200,000	\$200,000	\$200,000	\$200,000	\$200,000	\$1,400,000
TOTAL	\$759,950	\$1,458,620	\$893,127	\$921,463	\$937,532	\$937,532	\$937,532	\$6,845,756

MAXIMUM HOURLY BILLING RATES

	BASE YEAR 1 2008-2009	BASE YEAR 2 2009-2010	BASE YEAR 3 2010-2011	BASE YEAR 4 2011-2012	BASE YEAR 5 2012-2013	OPTION YEAR 1 2013-2014	OPTION YEAR 2 2014-2015
CONTRACT YEAR							
Principal	\$550	\$572	\$595	\$619	\$643	\$643	\$643
Associate	\$170	\$177	\$184	\$191	\$199	\$199	\$199
Consulting Professional	\$400	\$416	\$433	\$450	\$468	\$468	\$468
Technical Professional	\$400	\$416	\$433	\$450	\$468	\$468	\$468
Graphic Designer	\$450	\$468	\$487	\$506	\$526	\$526	\$526
Word Processor	\$130	\$135	\$141	\$146	\$152	\$152	\$152

EXHIBIT C

CONTRACTOR'S EEO CERTIFICATION

Buck Consultants, LLC

Contractor Name

1801 Century Park East, Suite 500, Los Angeles, CA 90067

Address

13-395-4297

Internal Revenue Service Employer Identification Number

GENERAL CERTIFICATION

In accordance with Section 4.32.010 of the Code of the County of Los Angeles, the contractor, supplier, or vendor certifies and agrees that all persons employed by such firm, its affiliates, subsidiaries, or holding companies are and will be treated equally by the firm without regard to or because of race, religion, ancestry, national origin, or sex and in compliance with all anti-discrimination laws of the United States of America and the State of California.

CONTRACTOR'S SPECIFIC CERTIFICATIONS

1. The Contractor has a written policy statement prohibiting discrimination in all phases of employment. Yes ☒ No ☐
2. The Contractor periodically conducts a self analysis or utilization analysis of its work force. Yes ☒ No ☐
3. The Contractor has a system for determining if its employment practices are discriminatory against protected groups. Yes ☒ No ☐
4. Where problem areas are identified in employment practices, the Contractor has a system for taking reasonable corrective action, to include establishment of goals or timetables. Yes ☒ No ☐

Kathryn Van Hulzen Principal
Authorized Official's Printed Name and Title

Kathryn Van Hulzen
Authorized Official's Signature

2/6/08
Date

Employee Benefits Communications
Consulting Services and Materials

Exhibit C
Contractor's EEO Certification

EXHIBIT D1
CONTRACTOR EMPLOYEE ACKNOWLEDGMENT AND CONFIDENTIALITY AGREEMENT

(Note: This certification is to be executed and returned to County with Contractor's executed Contract. Work cannot begin on the Contract until County receives this executed document.)

Contractor Name _____ Contract No. _____

Employee Name _____

GENERAL INFORMATION:

Your employer referenced above has entered into a contract with the County of Los Angeles to provide certain services to the County. The County requires your signature on this Contractor Employee Acknowledgement and Confidentiality Agreement.

EMPLOYEE ACKNOWLEDGEMENT:

I understand and agree that the Contractor referenced above is my sole employer for purposes of the above-referenced contract. I understand and agree that I must rely exclusively upon my employer for payment of salary and any and all other benefits payable to me or on my behalf by virtue of my performance of work under the above-referenced contract.

I understand and agree that I am not an employee of the County of Los Angeles for any purpose whatsoever and that I do not have and will not acquire any rights or benefits of any kind from the County of Los Angeles by virtue of my performance of work under the above-referenced contract. I understand and agree that I do not have and will not acquire any rights or benefits from the County of Los Angeles pursuant to any agreement between any person or entity and the County of Los Angeles.

I understand and agree that I may be required to undergo a background and security investigation(s). I understand and agree that my continued performance of work under the above-referenced contract is contingent upon my passing, to the satisfaction of the County, any and all such investigations. I understand and agree that my failure to pass, to the satisfaction of the County, any such investigation shall result in my immediate release from performance under this and/or any future contract.

CONFIDENTIALITY AGREEMENT:

I may be involved with work pertaining to services provided by the County of Los Angeles and, if so, I may have access to confidential data and information pertaining to persons and/or entities receiving services from the County. In addition, I may also have access to proprietary information supplied by other vendors doing business with the County of Los Angeles. The County has a legal obligation to protect all such confidential data and information in its possession, especially data and information concerning health, criminal, and welfare recipient records. I understand that if I am involved in County work, the County must ensure that I, too, will protect the confidentiality of such data and information. Consequently, I understand that I must sign this agreement as a condition of my work to be provided by my employer for the County. I have read this agreement and have taken due time to consider it prior to signing.

I hereby agree that I will not divulge to any unauthorized person any data or information obtained while performing work pursuant to the above-referenced contract between my employer and the County of Los Angeles. I agree to forward all requests for the release of any data or information received by me to my immediate supervisor.

I agree to keep confidential all health, criminal, and welfare recipient records and all data and information pertaining to persons and/or entities receiving services from the County, design concepts, algorithms, programs, formats, documentation, Contractor proprietary information and all other original materials produced, created, or provided to or by me under the above-referenced contract. I agree to protect these confidential materials against disclosure to other than my employer or County employees who have a need to know the information. I agree that if proprietary information supplied by other County vendors is provided to me during this employment, I shall keep such information confidential.

I agree to report to my immediate supervisor any and all violations of this agreement by myself and/or by any other person of whom I become aware. I agree to return all confidential materials to my immediate supervisor upon completion of this contract or termination of my employment with my employer, whichever occurs first.

SIGNATURE: _____

DATE: ____/____/____

PRINTED NAME: _____

POSITION: _____

EXHIBIT D2

CONTRACTOR NON-EMPLOYEE ACKNOWLEDGMENT AND CONFIDENTIALITY AGREEMENT

(Note: This certification is to be executed and returned to County with Contractor's executed Contract. Work cannot begin on the Contract until County receives this executed document.)

Contractor Name _____ Contract No. _____

Non-Employee Name _____

GENERAL INFORMATION:

The Contractor referenced above has entered into a contract with the County of Los Angeles to provide certain services to the County. The County requires your signature on this Contractor Non-Employee Acknowledgement and Confidentiality Agreement.

NON-EMPLOYEE ACKNOWLEDGEMENT:

I understand and agree that the Contractor referenced above has exclusive control for purposes of the above-referenced contract. I understand and agree that I must rely exclusively upon the Contractor referenced above for payment of salary and any and all other benefits payable to me or on my behalf by virtue of my performance of work under the above-referenced contract.

I understand and agree that I am not an employee of the County of Los Angeles for any purpose whatsoever and that I do not have and will not acquire any rights or benefits of any kind from the County of Los Angeles by virtue of my performance of work under the above-referenced contract. I understand and agree that I do not have and will not acquire any rights or benefits from the County of Los Angeles pursuant to any agreement between any person or entity and the County of Los Angeles.

I understand and agree that I may be required to undergo a background and security investigation(s). I understand and agree that my continued performance of work under the above-referenced contract is contingent upon my passing, to the satisfaction of the County, any and all such investigations. I understand and agree that my failure to pass, to the satisfaction of the County, any such investigation shall result in my immediate release from performance under this and/or any future contract.

CONFIDENTIALITY AGREEMENT:

I may be involved with work pertaining to services provided by the County of Los Angeles and, if so, I may have access to confidential data and information pertaining to persons and/or entities receiving services from the County. In addition, I may also have access to proprietary information supplied by other vendors doing business with the County of Los Angeles. The County has a legal obligation to protect all such confidential data and information in its possession, especially data and information concerning health, criminal, and welfare recipient records. I understand that if I am involved in County work, the County must ensure that I, too, will protect the confidentiality of such data and information. Consequently, I understand that I must sign this agreement as a condition of my work to be provided by the above-referenced Contractor for the County. I have read this agreement and have taken due time to consider it prior to signing.

I hereby agree that I will not divulge to any unauthorized person any data or information obtained while performing work pursuant to the above-referenced contract between the above-referenced Contractor and the County of Los Angeles. I agree to forward all requests for the release of any data or information received by me to the above-referenced Contractor.

I agree to keep confidential all health, criminal, and welfare recipient records and all data and information pertaining to persons and/or entities receiving services from the County, design concepts, algorithms, programs, formats, documentation, Contractor proprietary information, and all other original materials produced, created, or provided to or by me under the above-referenced contract. I agree to protect these confidential materials against disclosure to other than the above-referenced Contractor or County employees who have a need to know the information. I agree that if proprietary information supplied by other County vendors is provided to me, I shall keep such information confidential.

I agree to report to the above-referenced Contractor any and all violations of this agreement by myself and/or by any other person of whom I become aware. I agree to return all confidential materials to the above-referenced Contractor upon completion of this contract or termination of my services hereunder, whichever occurs first.

SIGNATURE: _____

DATE: ____/____/____

PRINTED NAME: _____

POSITION: _____

APPENDIX A

JURY SERVICE ORDINANCE

Title 2 ADMINISTRATION
Chapter 2.203.010 through 2.203.090
CONTRACTOR EMPLOYEE JURY SERVICE

2.203.010 Findings.

The board of supervisors makes the following findings. The county of Los Angeles allows its permanent, full-time employees unlimited jury service at their regular pay. Unfortunately, many businesses do not offer or are reducing or even eliminating compensation to employees who serve on juries. This creates a potential financial hardship for employees who do not receive their pay when called to jury service, and those employees often seek to be excused from having to serve. Although changes in the court rules make it more difficult to excuse a potential juror on grounds of financial hardship, potential jurors continue to be excused on this basis, especially from longer trials. This reduces the number of potential jurors and increases the burden on those employers, such as the county of Los Angeles, who pay their permanent, full-time employees while on juror duty. For these reasons, the county of Los Angeles has determined that it is appropriate to require that the businesses with which the county contracts possess reasonable jury service policies. (Ord. 2002-0015 § 1 (part), 2002)

2.203.020 Definitions.

The following definitions shall be applicable to this chapter:

- A. "Contractor" means a person, partnership, corporation or other entity which has a contract with the county or a subcontract with a county contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more such contracts or subcontracts.
- B. "Employee" means any California resident who is a full-time employee of a contractor under the laws of California.
- C. "Contract" means any agreement to provide goods to, or perform services for or on behalf of, the county but does not include:
 - 1. A contract where the board finds that special circumstances exist that justify a waiver of the requirements of this chapter; or
 - 2. A contract where federal or state law or a condition of a federal or state program mandates the use of a particular contractor; or
 - 3. A purchase made through a state or federal contract; or
 - 4. A monopoly purchase that is exclusive and proprietary to a specific manufacturer, distributor, or reseller, and must match and inter-member with existing supplies, equipment or systems maintained by the county pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section P-3700 or a successor provision; or
 - 5. A revolving fund (petty cash) purchase pursuant to the Los Angeles County Fiscal Manual, Section 4.4.0 or a successor provision; or
 - 6. A purchase card purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section P-2810 or a successor provision; or
 - 7. A non-agreement purchase with a value of less than \$5,000 pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section A-0300 or a successor provision; or
 - 8. A bona fide emergency purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section PP-1100 or a successor provision.

Title 2 ADMINISTRATION
Chapter 2.203.010 through 2.203.090
CONTRACTOR EMPLOYEE JURY SERVICE

- D. "Full time" means 40 hours or more worked per week, or a lesser number of hours if:
1. The lesser number is a recognized industry standard as determined by the chief administrative officer, or
 2. The contractor has a long-standing practice that defines the lesser number of hours as full time.
- E. "County" means the county of Los Angeles or any public entities for which the board of supervisors is the governing body. (Ord. 2002-0040 § 1, 2002: Ord. 2002-0015 § 1 (part), 2002)

2.203.030 Applicability.

This chapter shall apply to contractors who enter into contracts that commence after July 11, 2002. This chapter shall also apply to contractors with existing contracts which are extended into option years that commence after July 11, 2002. Contracts that commence after May 28, 2002, but before July 11, 2002, shall be subject to the provisions of this chapter only if the solicitations for such contracts stated that the chapter would be applicable. (Ord. 2002-0040 § 2, 2002: Ord. 2002-0015 § 1 (part), 2002)

2.203.040 Contractor Jury Service Policy.

A contractor shall have and adhere to a written policy that provides that its employees shall receive from the contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that employees deposit any fees received for such jury service with the contractor or that the contractor deduct from the employees' regular pay the fees received for jury service. (Ord. 2002-0015 § 1 (part), 2002)

2.203.050 Other Provisions.

- A. Administration. The chief administrative officer shall be responsible for the administration of this chapter. The chief administrative officer may, with the advice of county counsel, issue interpretations of the provisions of this chapter and shall issue written instructions on the implementation and ongoing administration of this chapter. Such instructions may provide for the delegation of functions to other county departments.
- B. Compliance Certification. At the time of seeking a contract, a contractor shall certify to the county that it has and adheres to a policy consistent with this chapter or will have and adhere to such a policy prior to award of the contract. (Ord. 2002-0015 § 1 (part), 2002)

2.203.060 Enforcement and Remedies.

For a contractor's violation of any provision of this chapter, the county department head responsible for administering the contract may do one or more of the following:

1. Recommend to the board of supervisors the termination of the contract; and/or,
2. Pursuant to chapter 2.202, seek the debarment of the contractor. (Ord. 2002-0015 § 1 (part), 2002)

2.203.070. Exceptions.

- A. Other Laws. This chapter shall not be interpreted or applied to any contractor or to any employee in a manner inconsistent with the laws of the United States or California.
- B. Collective Bargaining Agreements. This chapter shall be superseded by a collective bargaining agreement that expressly so provides.
- C. Small Business. This chapter shall not be applied to any contractor that meets all of the following:
1. Has ten or fewer employees during the contract period; and,

Title 2 ADMINISTRATION
Chapter 2.203.010 through 2.203.090
CONTRACTOR EMPLOYEE JURY SERVICE

2. Has annual gross revenues in the preceding twelve months which, if added to the annual amount of the contract awarded, are less than \$500,000; and,
3. Is not an affiliate or subsidiary of a business dominant in its field of operation.

“Dominant in its field of operation” means having more than ten employees and annual gross revenues in the preceding twelve months which, if added to the annual amount of the contract awarded, exceed \$500,000.

“Affiliate or subsidiary of a business dominant in its field of operation” means a business which is at least 20 percent owned by a business dominant in its field of operation, or by partners, officers, directors, majority stockholders, or their equivalent, of a business dominant in that field of operation. (Ord. 2002-0015 § 1 (part), 2002)

2.203.090. Severability.

If any provision of this chapter is found invalid by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect. (Ord. 2002-0015 § 1 (part), 2002)

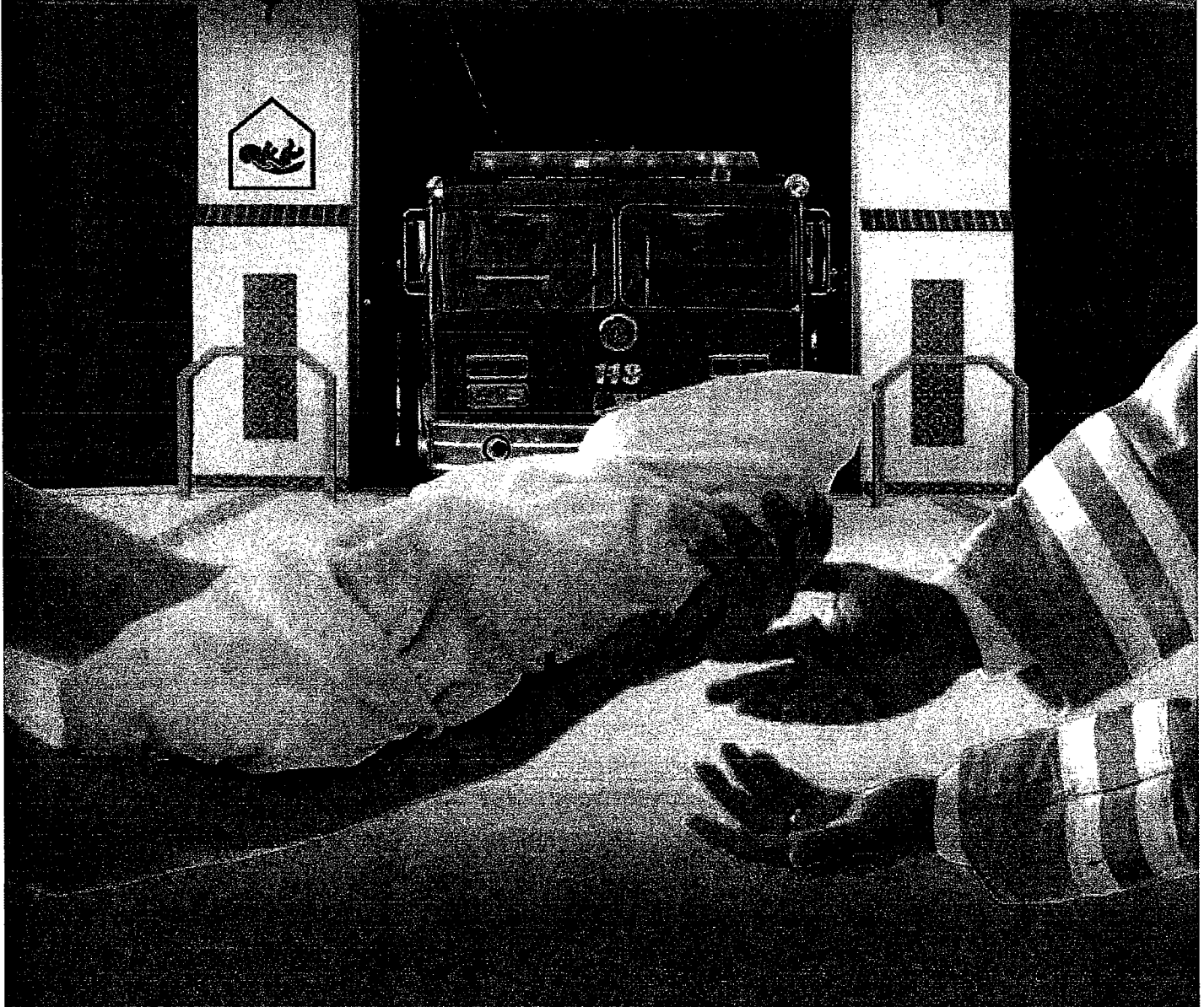
APPENDIX B

SAFELY SURRENDERED BABY LAW

Posters and Fact Sheets are available in English and Spanish for printing purposes at the following website:

www.babysafela.org

Safely Surrendered



No shame. No blame. No names.

In Los Angeles County: 1-877-BABY SAFE • 1-877-222-9723

www.babysafela.org



Safely Surrendered Baby Law

What is the Safely Surrendered Baby Law?

California's Safely Surrendered Baby Law allows parents or other persons, with lawful custody, which means anyone to whom the parent has given permission to confidentially surrender a baby. As long as the baby is three days (72 hours) of age or younger and has not been abused or neglected, the baby may be surrendered without fear of arrest or prosecution.

How does it work?

A distressed parent who is unable or unwilling to care for a baby can legally, confidentially, and safely surrender a baby within three days (72 hours) of birth. The baby must be handed to an employee at a hospital or fire station in Los Angeles County. As long as the baby shows no sign of abuse or neglect, no name or other information is required. In case the parent changes his or her mind at a later date and wants the baby back, staff will use bracelets to help connect them to each other. One bracelet will be placed on the baby, and a matching bracelet will be given to the parent or other surrendering adult.

What if a parent wants the baby back?

Parents who change their minds can begin the process of reclaiming their baby within 14 days. These parents should call the Los Angeles County Department of Children and Family Services at 1-800-540-4000.

Can only a parent bring in the baby?

No. While in most cases a parent will bring in the baby, the Law allows other people to bring in the baby if they have lawful custody.

Does the parent or surrendering adult have to call before bringing in the baby?

No. A parent or surrendering adult can bring in a baby anytime, 24 hours a day, 7 days a week, as long as the parent or surrendering adult surrenders the baby to someone who works at the hospital or fire station.

Does the parent or surrendering adult have to tell anything to the people taking the baby?

No. However, hospital or fire station personnel will ask the surrendering party to fill out a questionnaire designed to gather important medical history information, which is very useful in caring for the baby. The questionnaire includes a stamped return envelope and can be sent in at a later time.

What happens to the baby?

The baby will be examined and given medical treatment. Upon release from the hospital, social workers immediately place the baby in a safe and loving home and begin the adoption process.

What happens to the parent or surrendering adult?

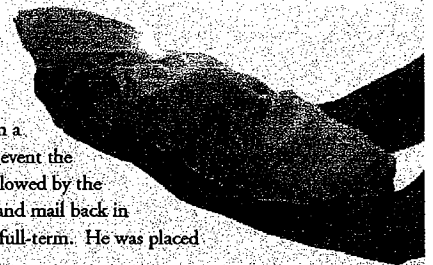
Once the parent or surrendering adult surrenders the baby to hospital or fire station personnel, they may leave at any time.

Why is California doing this?

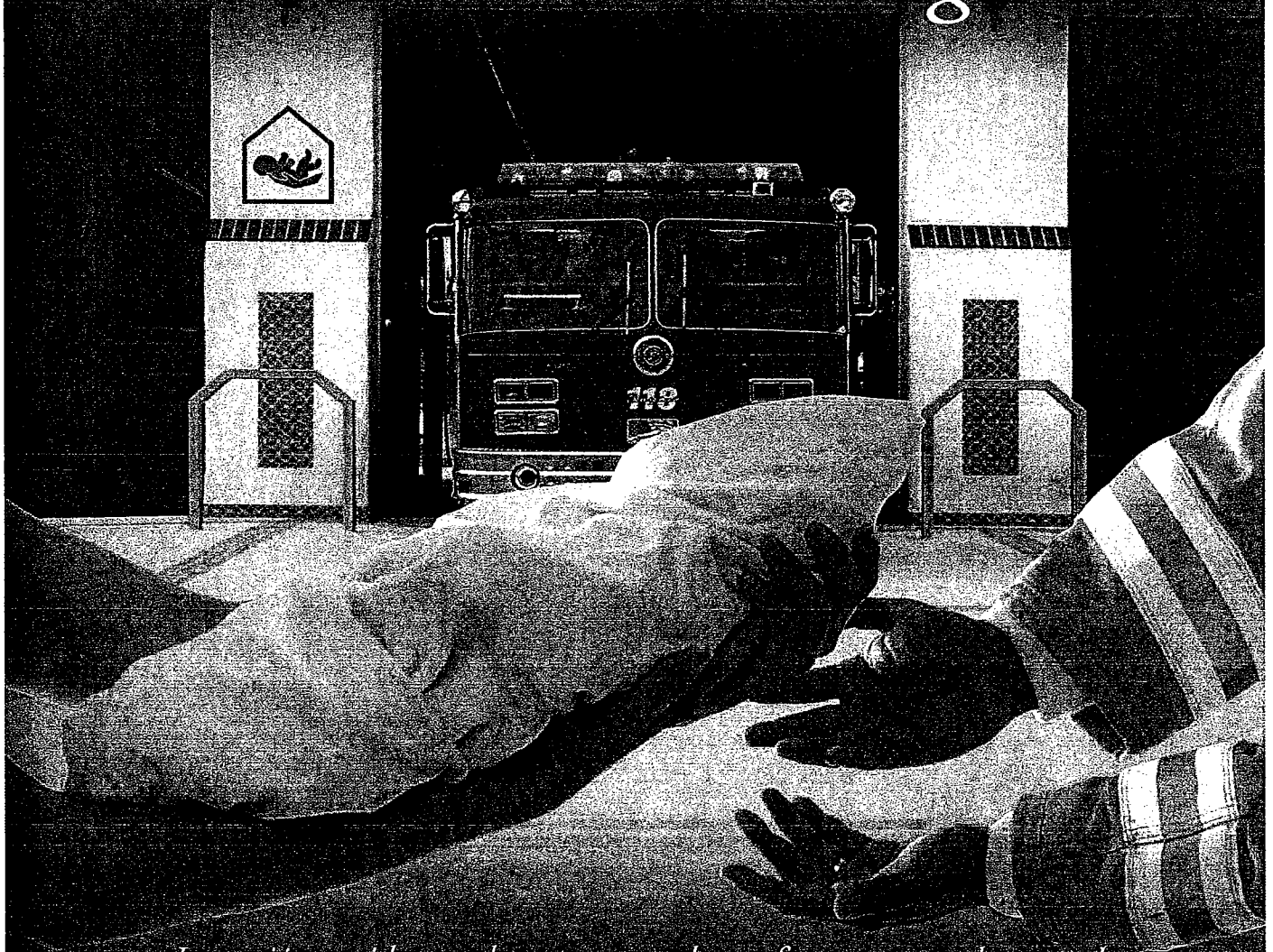
The purpose of the Safely Surrendered Baby Law is to protect babies from being abandoned, hurt or killed by their parents. You may have heard tragic stories of babies left in dumpsters or public bathrooms. Their parents may have been under severe emotional distress. The mothers may have hidden their pregnancies, fearful of what would happen if their families found out. Because they were afraid and had no one or nowhere to turn for help, they abandoned their babies. Abandoning a baby is illegal and places the baby in extreme danger. Too often, it results in the baby's death. The Safely Surrendered Baby Law prevents this tragedy from ever happening again in California.

A baby's story

Early in the morning on April 9, 2005, a healthy baby boy was safely surrendered to nurses at Harbor-UCLA Medical Center. The woman who brought the baby to the hospital identified herself as the baby's aunt and stated the baby's mother had asked her to bring the baby to the hospital on her behalf. The aunt was given a bracelet with a number matching the anklet placed on the baby; this would provide some identification in the event the mother changed her mind about surrendering the baby and wished to reclaim the baby in the 14-day period allowed by the Law. The aunt was also provided with a medical questionnaire and said she would have the mother complete and mail back in the stamped return envelope provided. The baby was examined by medical staff and pronounced healthy and full-term. He was placed with a loving family that had been approved to adopt him by the Department of Children and Family Services.



Ley de Entrega de Bebés *Sin Peligro*



Los recién nacidos pueden ser entregados en forma segura al personal de cualquier hospital o cuartel de bomberos del Condado de Los Ángeles

Sin pena. Sin culpa. Sin nombres.

En el Condado de Los Ángeles: 1-877-BABY SAFE • 1-877-222-9723

www.babysafela.org



Ley de Entrega de Bebés Sin Peligro

¿Qué es la Ley de Entrega de Bebés sin Peligro?

La Ley de Entrega de Bebés sin Peligro de California permite la entrega confidencial de un recién nacido por parte de sus padres u otras personas con custodia legal, es decir cualquier persona a quien los padres le hayan dado permiso. Siempre que el bebé tenga los 72 días (72 horas) de vida o menos, y no haya sufrido abuso ni negligencia, pueden entregar al recién nacido sin temor de ser arrestados o procesados.

Cada recién nacido se merece la oportunidad de tener una vida saludable. Si alguien que usted conoce está pensando en abandonar a un recién nacido, infórmele que tiene otras opciones. Hasta tres días (72 horas) después del nacimiento, se puede entregar un recién nacido al personal de cualquier hospital o cuartel de bomberos del condado de Los Angeles.

¿Cómo funciona?

El padre/madre con dificultades que no pueda o no quiera cuidar de su recién nacido puede entregarlo en forma legal, confidencial y segura dentro de los tres días (72 horas) del nacimiento. El bebé debe ser entregado a un empleado de cualquier hospital o cuartel de bomberos del Condado de Los Angeles. Siempre que el bebé no presente signos de abuso o negligencia, no será necesario suministrar nombres ni información alguna. Si el padre/madre cambia de opinión posteriormente y desea recuperar a su bebé, los trabajadores utilizarán brazaletes para poder vincularlos. El bebé llevará un brazaletes y el padre/madre o el adulto que lo entregue recibirá un brazaletes igual.

¿Qué pasa si el padre/madre desea recuperar a su bebé?

Los padres que cambien de opinión pueden comenzar el proceso de reclamar a su recién nacido dentro de los 14 días. Estos padres deberán llamar al Departamento de Servicios para Niños y Familias (Department of Children and Family Services) del Condado de Los Angeles al 1-800-540-4000.

¿Sólo los padres podrán llevar al recién nacido?

No. Si bien en la mayoría de los casos son los padres los que llevan al bebé, la ley permite que otras personas lo hagan si tienen custodia legal.

¿Los padres o el adulto que entrega al bebé deben llamar antes de llevar al bebé?

No. El padre/madre o adulto puede llevar al bebé en cualquier momento, las 24 horas del día, los 7 días de la semana, siempre y cuando entreguen a su bebé a un empleado del hospital o cuartel de bomberos.

¿Es necesario que el padre/madre o adulto diga algo a las personas que reciben al bebé?

No. Sin embargo, el personal del hospital o cuartel de bomberos le pedirá a la persona que entregue al bebé que llene un cuestionario con la finalidad de recabar antecedentes médicos importantes, que resultan de gran utilidad para cuidar bien del bebé. El cuestionario incluye un sobre con el sello postal pagado para enviarlo en otro momento.

¿Qué pasará con el bebé?

El bebé será examinado y le brindarán atención médica. Cuando le den el alta del hospital, los trabajadores sociales inmediatamente ubicarán al bebé en un hogar seguro donde estará bien atendido, y se comenzará el proceso de adopción.

¿Qué pasará con el padre/madre o adulto que entregue al bebé?

Una vez que los padres o adulto hayan entregado al bebé al personal del hospital o cuartel de bomberos, pueden irse en cualquier momento.

¿Por qué se está haciendo esto en California?

La finalidad de la Ley de Entrega de Bebés sin Peligro es proteger a los bebés para que no sean abandonados, lastimados o muertos por sus padres. Usted probablemente haya escuchado historias trágicas sobre bebés abandonados en basureros o en baños públicos. Los padres de esos bebés probablemente hayan estado pasando por dificultades emocionales graves. Las madres pueden haber ocultado su embarazo, por temor a lo que pasaría si sus familias se enteraran. Abandonaron a sus bebés porque tenían miedo y no tenían nadie a quien pedir ayuda. El abandono de un recién nacido es ilegal y pone al bebé en una situación de peligro extremo. Muy a menudo el abandono provoca la muerte del bebé. La Ley de Entrega de Bebés sin Peligro impide que vuelva a suceder esta tragedia en California.

Historia de un bebé

A la mañana temprano del día 9 de abril de 2005, se entregó un recién nacido saludable a las enfermeras del Harbor-UCLA Medical Center. La mujer que llevó el recién nacido al hospital se dio a conocer como la tía del bebé, y dijo que la madre le había pedido que llevara al bebé al hospital en su nombre. Le entregaron a la tía un brazaletes con un número que coincidía con la pulsera del bebé; esto serviría como identificación en caso de que la madre cambiara de opinión con respecto a la entrega del bebé y decidiera recuperarlo dentro del período de 14 días que permite esta ley. También le dieron a la tía un cuestionario médico, y ella dijo que la madre lo llenaría y lo enviaría de vuelta dentro del sobre con franqueo pagado que le habían dado. El personal médico examinó al bebé y se determinó que estaba saludable y a término. El bebé fue ubicado con una buena familia que ya había sido aprobada para adoptarlo por el Departamento de Servicios para Niños y Familias.

